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*** The Editor cannot undertake to return rejected contributions, and copies should be kept of all articles sent by writers who are not on the regular staff of the JOURNAL.

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CURRENT TOPICS.

IT IS REPORTED that Sir FRANCIS JEUNE will next week take the place of Lord RUSSELL in Court of Appeal No. 2.

WE PRINT elsewhere the Christmas Vacation Notice, from which it will be observed that Mr. Justice CHITTY will act as Vacation Judge up to the 31st inst., when his place will be taken by Mr. Justice CAVE.

THE PRESENT sittings have been remarkable for the number of heavy patent actions which have come before Mr. Justice ROMER. He has, in fact, for many weeks been practically continuously occupied with this class of actions, and not only have actions of other classes been thus delayed, but to meet the convenience of the eminent counsel engaged in the patent actions, certain innovations, such as no sittings on Saturdays, have been introduced, thereby still further delaying the progress of business. On the 4th inst. the learned judge announced that he would not try any more patent actions during the present sittings.

THE ADDRESS of the President of the Liverpool Law Society, which we print elsewhere, shews that the energetic supporters of continuous sittings in Lancashire, while giving a somewhat grudging assent to the appointment of Mr. Justice KENNEDY as "the Lancashire Judge," on the principle that half a loaf is better than no bread, do not mean to relax their exertions to obtain the whole loaf. Their immediate grievance is that the Lancashire Judge should have to go circuit with his brother judge on the Crown side. The president suggests that judges of assize consorting together are "like ill-assorted man and wife; united jar, and yet are loth to part." We do not know where the information as to judicial "jars" has been obtained; our own impression is that learned judges greatly like to go circuit in company, and are usually during circuit on excellent terms with each other, and that the circuit "jars" are mainly with the persons responsible for the judicial cookery and the

judicial accommodation. However this may be, we think that the Lancashire lawyers will have to shew that the whole time of the Lancashire Judge will be required for Lancashire civil business before they can succeed in getting—to use the president's language—"our lady on the civil side" divorced from "the requirements of her spouse on the Crown side."

A SOLICITOR'S lien upon the papers of his client for costs is as well settled as anything in the law. It has been said that it is equivalent to a lien existing by contract (*Richards* v. *Platel*, Cr. & Ph., p. 83). But questions from time to time arise as to the exact extent to which it can be asserted. In *Re Hanbury, Whitting, & Co.* (reported elsewhere), before STIRLING, J., the client changed his solicitors, and from the bill of costs delivered by the old solicitors, taken with the cash account, it appeared that a sum of £9 15s. 6d. was due to them. A cheque for this amount was sent by the new solicitor "without prejudice," but the old solicitors declined to receive it except in settlement of their account, and they declined also to give up the papers. As a matter of theory, it might seem that, if the solicitor has a lien at all, he ought to have it for the amount found due to him on taxation, and consequently can claim to hold the papers till taxation. But the delay thus caused might involve the client in considerable embarrassment, and the courts have been content to secure to the solicitor the amount which he claims without waiting for the final figures to be ascertained. If the solicitor is completely secured—and for this purpose the court reckons the sum which he claims and also a sum to answer the costs of taxation—it is considered inequitable that he should be allowed to embarrass the client further by holding the papers (*Re Gallard*, 31 Ch. D. p. 303). Moreover, to cover the possibility of a larger sum than that provided for being ultimately found due, the court puts the client upon an undertaking in this event to return the papers to the solicitor (*Re Bevan & Whitting*, 33 Beav. 439, as explained in *Re Faithfull*, L. R. 6 Eq. p. 328). In *Re Hanbury, Whitting, & Co.*, therefore, the old solicitors were held to be entitled, in addition to the costs claimed, to this undertaking for redelivery of the papers, and to security for the costs of the taxation. For this purpose STIRLING, J. directed £100 to be paid into court.

MR. BIRRELL has commenced his series of Quain—or should it not rather be Quaint—Law Lectures in his usual facetious manner. He is of the current opinion that the practitioners of a bye-gone day managed to be competent, and even great, lawyers without any hint of systematic education. He sums up their position in a neat sentence. They were not systematizers, but advisers of particular men in particular difficulties for particular fees. Mr. BIRRELL makes a good deal of the fees, and no doubt the prospect of them helped men to pass through the quagmire of disgust and despair which was supposed to lie at the entrance to the profession. In the present day it is still possible—at least in a limited number of cases—to arrive at the fees, but the improvement in the law and in the means of education have robbed the beginnings of professional life of much of the useless and repulsive toil with which it was formerly incumbered. It may be that in the old days lawyers magnified the law by reason of the difficulties which they had surmounted in the pursuit of it. The law was so sacred that men forgot to consider its effects upon the unhappy litigants who became entangled in its meshes. But the easier attainment to its mysteries has robbed them of this character, and the new generation of lawyers have time to remember that the law is but the handmaid of practical life. Mr. BIRRELL, perhaps a little prematurely, relegates the ancient books to limbo, and founds his law on the digests of cases and the statute book. Lawyers, however impatient of antiquity and restless under research, must be content to maintain some continuity in the law, even at the expense of a little trouble. But they may very well be disposed to believe with Mr. BIRRELL that as much as possible law should be based on common-sense and common honesty. Mr. BIRRELL proposes, it seems, to lecture on fraud and also on employers' liability. Doubtless the connection between the two depends on some pleasant conceit which the ordinary mind has not yet appreciated.

A RECENT DICTUM of CHITTY, J., in *Re Brewer's Settlemen* (1896 2 Ch. 507) renders it necessary for the draftsmen to consider somewhat carefully the frame of determinable life interests. It will be found that two forms are in use; in each form there is generally, though perhaps not necessarily, an enumeration of certain events, such as bankruptcy, on the occurrence of which the life estate is to determine, followed by sweeping words intended to include all other events on the occurrence of which it is to determine. There is a slight difference in the wording of the latter events—a difference which, according to the *dictum* above referred to, may have important practical results. The language may be "If any event shall happen whereby the income or any part thereof, if belonging absolutely to X. (*a*) would cease to be payable to him," or (*b*) "would become payable to some other person or persons." In Davidson's Precedents and in Key and Elphinstone's Precedents both these forms are given; Mr. WOLSTENHOLME gives the former form (*a*), slightly modified, only, but no hint is given by any of these authors that the use of the different forms can produce different effects. In *Re Brewer* the trust was in the latter form (*b*.) The trust fund had been lost, owing to a breach of trust to which the tenant for life was a party, and it was held that no forfeiture had arisen. But the learned judge observed that "If the words 'cease to be payable to him' had been in the settlement, the case would have been different." If this *dictum* is correct, the consequences will be serious. Many settlements must have been drawn in the former form (*a*), and, according to the *dictum*, if this be the case, and the whole or even part of the capital is lost, a forfeiture is incurred. This can hardly be the intention, and therefore it appears safer not to use the former form (*a*), or if it is used, to except the event of "the loss or destruction of the trust premises or any part thereof."

IT IS GENERALLY said that the reason why a libel is regarded by the law as a criminal offence as well as a civil injury is that it tends to incite to a breach of the peace. A much stronger reason, however, is that if a libel could not be treated as a crime there would be practically no redress at all against a penniless libeller, and so a scandalous newspaper might run a long course of foul abuse unchecked. There seems, at the same time, to be a real need of some effectual check upon the abuse of the power of presenting indictments for libel. Libel is now one of the offences included in the Vexatious Indictments Act, 1859, and therefore no indictment for libel can be presented unless the accused has been first brought before a magistrate. The Act, however, further provides that where the magistrate who hears the charge refuses to send the accused for trial, the prosecutor may require such magistrate to take his recognizance to prefer an indictment against the defendant. Where the defamation is at all serious and the libeller is a man of straw, or in any case where the defamation is of a gross nature, probably no magistrate would refuse to send the libeller for trial. It does, however, seem very hard that where a magistrate does not consider the case such as should be tried in a criminal court, the defendant should have to undergo all the ignominy and anxiety of a criminal trial. The injured person under such circumstances has probably a complete remedy by action, and he ought not to be allowed to gratify spite by proceeding criminally. Doubtless, however, there ought to be some mode of reviewing the decision of a magistrate in such a case. HAWKINS, J., referred to this evil last week in the course of a case at the Central Criminal Court, and made a suggestion for its remedy which would probably be most effectual. This suggestion was, that in case a justice refuses to send for trial a person charged with libel, no indictment should be presented for that libel without the consent of a judge in chambers. If this change in the law were made, no startling innovation would be introduced, as under the Law of Libel Amendment Act, 1888, such consent is already required before any criminal proceedings for libel can be taken against the editor, publisher, or proprietor of a newspaper.

THE EXTREME rarity of the success of a plea of *autrefois convict* or *autrefois acquit* makes the case of *Reg.* v. *Grimwood* (*ante*, p. 98) worthy of notice. The defendant had been tried at the

Hastings Quarter Sessions on an indictment containing four counts—(1) for wounding W. with intent to do him grievous bodily harm; (2) for unlawfully wounding W.; (3) for unlawfully assaulting W., occasioning him actual bodily harm; (4) for a common assault on W. All the counts were founded on the same facts, and the jury found a verdict of guilty on the fourth count, but stated that they were unable to agree as to the other counts. The recorder thereupon entered a verdict of guilty on the fourth count, but refused to pass sentence, and remitted the case to the Lewes Assizes on the first three counts. At the assizes the prisoner pleaded *autrefois convict*, and this plea was upheld by POLLOCK, B., and judgment entered for the prisoner. The rule seems to be that if a prisoner has been in peril on one indictment on the same facts as are charged in a second indictment, a verdict of either guilty or not guilty on the first indictment may be pleaded in bar to the second indictment, provided the second indictment charges him with an offence for which he might have been convicted at the first trial. A man may, however, if acquitted on one indictment, be tried a second time on the same facts for an offence of which he could not have been convicted at the first trial. Thus in *Reg.* v. *Henderson* (2 M. C. C. R. 192) it was held that an acquittal on an indictment for larceny cannot be successfully pleaded to a subsequent indictment on the same facts for obtaining by false pretences, for in the first trial the prisoner could not have been convicted of false pretences. The reverse, however, would not hold good, for if a prisoner is indicted for false pretences, and the facts shew that the offence really amounted to larceny, he can, nevertheless, be convicted on the indictment (24 & 25 Vict. c. 96, s. 88), and so a verdict can be pleaded in bar to a subsequent indictment for larceny on the same facts. It may be remembered that some few years ago two men were indicted at the Old Bailey for murder, the act which they were alleged to have committed being the deliberate setting fire to a house in the Strand, in consequence of which two children, who were in the house, were burnt to death. The men were acquitted of the murder, but were afterwards indicted for arson and convicted. The act charged in each case was precisely the same, but of course the prisoners could not have been convicted of arson on the indictment for murder. The same act may often amount in law to more than one offence, but no one can be convicted of more than one offence for the same act. Now, an indictment may contain several counts for separate offences founded on different sets of facts. In such a case the jury may give a separate verdict on each count, and a conviction or acquittal on one would be no bar to a fresh indictment on another. But, as in *Grimwood's case*, an indictment often contains several counts, all being founded on the same facts, and the counts merely varying the charge in order, if possible, to secure a conviction for some one offence out of several when it is uncertain what specific crime the facts are likely to establish in the opinion of the jury. In this case the counts are really alternative, and a verdict of guilty upon any one is a verdict upon the whole indictment. If, then, a verdict be given upon the indictment, it seems clear that the prisoner cannot be again put in peril upon any count in that indictment.

THE DECISION of the Court of Appeal in *Ernest* v. *The Loma Gold Mines* (*Limited*) (*ante*, p. 47) settles the doubt as to the use of proxies at company meetings which had been occasioned by the decision of VAUGHAN WILLIAMS, J., in *Re Bidwell Brothers* (1893, 1 Ch. 603). The universal practice is to take a vote in the first instance by show of hands, and it follows from the method of taking the vote that each person can be reckoned only once, no account being taken of the number of shares which he holds (*Re Horbury Bridge Coal Co.*, 11 Ch. D. 109). This view is assisted by the fact that the voting by show of hands will, upon proper demand, be followed by a poll in which each member will be allowed a voting power commensurate with his interest in the company. But with respect to the votes of proxies the case is not quite so simple. Upon a vote by show of hands in the ordinary way it is impossible that a member present who holds proxies should be able to vote separately under each proxy. It is the essence of voting by show of hands that hands are there and then held up and counted. The chairman counts the heads of members actually present who vote, and he counts each as one. At the same time there are indications in the Companies Act, 1862, and in the regulations of Table A, that proxies are to have due weight allowed them upon the occasion of the first voting. In particular, section 51 requires that a special resolution shall be passed by a majority of not less than three-fourths of such members of the company for the time being entitled to vote as may be present in person or by proxy, and this voting is distinguished from the poll for which provision is made subsequently. In deference to this enactment VAUGHAN WILLIAMS, J., in *Re Bidwell Brothers* (*supra*), held that a departure must be made from the ordinary method of voting by show of hands, and that it is the duty of the chairman to count the votes of proxies as though they were the votes of persons actually present. In the case of small companies this is practicable enough, and is, indeed, the only way of allowing a voice to absentees when there are not enough members present to make an effective demand for a poll. In the case of large companies, however, the practical difficulty would be very great, and it is fortunate that the Court of Appeal have seen their way to differing from VAUGHAN WILLIAMS, J., in re *Re Bidwell Brothers*, and have affirmed the decision of CHITTY, J., in the case before them. The right of a member to vote by proxy is inevitably conditioned, it is pointed out, by the established usage with respect to voting by show of hands, and his right is exhausted when the proxy has once voted by holding up his hand, however many other members he may represent.

THE RECOVERY OF RENT-CHARGE BY ACTION OF DEBT.

SOME striking illustrations have recently occurred to shew the depths to which the roots of our legal system extend; and perhaps none is more striking than a case recently decided by Mr. Justice STIRLING (*Re Herbage Rents, Greenwich*), to which we shall again allude, in which his lordship found it material to enquire into the form of the judgments upon a writ of novel disseisin and a writ of annuity. But first we desire to make some historical remarks upon the development of the doctrine, which was expressly decided for the first time by the Court of Queen's Bench almost a quarter of a century ago in the case of *Thomas* v. *Sylvester* (21 W. R. 912; L. R. 8 Q. B. 368), that, since the abolition of real actions by 3 & 4 Will. 4, c. 27, s. 36, an action of debt will lie for the recovery of a rent-charge against a tenant in fee simple other than the grantor of the rent-charge. We remember that upon the publication of that decision the remark was made, that it contained nothing to prevent, and much to favour, the conclusion, that if a square yard of land should be subject to a rent-charge of £1,000 per annum, and such square yard should come into the hands of a purchaser, even though for value and without notice, such purchaser would find himself liable to pay the whole of the rent-change, quite apart from the question whether he had derived any profits from the land. The conclusion is indeed difficult to avoid. The claim would be a legal one, and therefore the question of notice is not material; and in a legal action of debt, any question as to profits derived from the land is irrelevant. This conclusion was soon afterwards much strengthened by the remarks made by the judges in the case of *Whitaker* v. *Forbes*, before the Court of Common Pleas L. R. 10 C. P. 583), and before the Court of Appeal (L. R. 1 C. P. D. 51). In that case it was held that under the law then in force the venue of such an action of debt was local, and therefore that no such action was maintainable in this country to recover arrears of a rent-charge issuing out of lands situated in Australia; but the judges in the court below plainly intimated their opinion, that the question of the venue was the only obstacle to the action, and the judges of the Court of Appeal said nothing to the contrary.

The precise question, whether the whole amount of the rent-charge can be recovered, notwithstanding that the profits of the land fall short of the amount, had not hitherto been raised, for in *Thomas* v. *Sylvester* it is expressly stated that the profits were in excess of the charge, and *Whitaker* v. *Forbes* went off upon another ground. But the question was recently raised, and, for the present at all events, decided by Mr. Justice COLLINS in the case of *Pertwee* v. *Townsend* (1896, 2 Q. B.

129). This was an action to recover arrears of a rent-charge which had been granted by way of augmentation of the living of Brightlingsea by the Bishop of London under the Acts 29 Car. 2, c. 8, and 1 & 2 Will 4, c. 45, charged upon certain lands in Essex, of a portion of which the defendant was tenant for life in possession and in actual occupation. It appears that the predecessors in title of the defendant's portion of the lands had released the residue of the lands from the charge, and had indemnified the owners against it. It is expressly stated that the profits of the lands fell far short of the account of the charge. It was admitted that an action of debt would lie against the defendant, but it was contended on his behalf that the amount recoverable under the action must be restricted to the amount of the profits of the land. Mr. Justice COLLINS held that this contention could not be sustained, and gave judgment for the whole amount of the charge. This case must be taken to have overruled, at least in this country, the Irish case of *Odlum* v. *Thompson* (31 L. R. Ir. 394), in which it was held by the Vice-Chancellor of Ireland that the owner of the rent-charge was only entitled to recover the amount of the profits received by the owner of the land. And in truth that doctrine seems to be equivalent to denying that an action of debt will lie. We cannot understand what place there is, in an action of debt, for an account of the rents and profits of the lands, or upon what grounds such a demand could be formulated.

In the still more recent case to which we have alluded above, *Re Herbage Rents, Greenwich, Charity Commissioners* v. *Green* (45 W. R. 74; 1896, 2 Ch. D. 811), an action was brought against a person in possession, under a lease for years at a rack-rent, of lands subject to a perpetual rent-charge of £3 per annum, for the benefit of a charity known as "The Herbage Rents," in the borough of Greenwich. It was held by Mr. Justice STIRLING, in an elaborate and learned judgment, that the action could not be maintained against a termor for years, inasmuch as the real actions, in lieu of which the action of debt is now allowed, could be brought only against the tenant of the freehold.

If the ruling of Mr. Justice COLLINS in *Pertwee* v. *Townsend* should be sustained, it discloses a possible danger, having regard to the great fall which has taken place in the value of agricultural land. Landowners, in addition to their other misfortunes, may in some cases find themselves saddled with a personal liability to make good the deficiency in the revenue from their lands. The case will suggest to the legal advisers of trustees that they should be very cautious in allowing their clients to accept a conveyance or devise of the legal estate in lands subject to a rent-charge, unless either the amount of it is small in comparison with the income of the land, or there is other property subject to the same trusts sufficient to provide ample indemnity against the risk of a deficit in the income.

COMPANIES WINDING UP IN THE LEGAL YEAR 1895-6.

II.

THE position of the official receivers as regards costs, whether when acting under section 8 or as liquidators, has recently been explained. Early in 1895 it was established that, where a liquidator is acting in a *quasi*-judicial capacity (*e.g.*, in settling a list of contributories), a successful litigant is not entitled to costs against him personally, but only out of the assets (*Salisbury-Jones, and Dale's case* (*No.* 2), 1895, 1 Ch. 333); and on the strength of this it has been contended that the liquidator—at any rate, where also official receiver—has always a sort of judicial *status* protecting him from liability to personal payment of costs. But this is a mistaken view. Official receivers, although officers of the court, and under the obligation to perform statutory duties, are (with some exceptions) subject to the rules as to costs which apply to ordinary litigants; and accordingly, where an order for public examination was discharged for want of jurisdiction, an order was made that the official receiver should pay the costs, the words "out of the assets of the company" being omitted: *Re Hounslow Brewery Co.* (40 SOLICITORS' JOURNAL, 416, W. N. (1896) 456).

As regards security for costs, the law is in a very remarkable state. If an action is brought by a company which is insolvent—and a company in liquidation is *primâ facie* insolvent—security for costs is ordered as a matter of course under section 69 of the Companies Act, 1862. In ordinary proceedings, although a company is being wound up, it is the proper plaintiff; and, although the liquidator's is the guiding hand, he is not a necessary party to the action, and security for costs on behalf of the company will be directed (see Forms 56A and 353 in Palmer, Part II.). If, then, the company were bringing, as it might, *an action* for misfeasance, security for costs would be ordered. But if, instead of bringing an action in the name of the company, the liquidator in a misfeasance case avails himself of the summary remedy provided by section 10 of the Act of 1890 (a mere change of machinery) the result is different. The company is not then the applicant. The liquidator is personally responsible for costs like any other litigant, and, in considering whether he shall be ordered to pay them, the court will have regard to the fact that he has opposed an application for security, but will not order him to give security (*per* Mr. Justice ROMER in *Re Powell & Sons*, 44 W. R. 618; 1896, 1 Ch. 681; followed by Mr. Justice STIRLING, in chambers, on the 4th of May, 1896, in *Re Western Counties Steam Bakeries and Milling Co.*; with which decisions compare the orders for security made by Vice-Chancellor BACON in *Re Seventh East Central Building Society*, 51 L. T. N. S. 109, and by Mr. Justice PEARSON in *Re Wedgwood Co.*, set out in Form 636 of Palmer, Part II.)

Re Higginshaw Mills and Spinning Co. (40 S. J. 634; 1896, 2 Ch. 544) shews that although there may be circumstances which make it just that a mortgagee should have leave to distrain for interest accrued since the winding-up, when his security gives him express power to distrain, it is not so easy for a mortgagee as a landlord to obtain the leave; and that leave will not be given to the former where the liquidator has gone into possession without objection by the mortgagee and has kept the premises in working order for the benefit of both the mortgagee and the company.

Re Panther Lead Co., before Mr. Justice ROMER (44 W. R. 573; 1896, 1 Ch. 978), is worth careful reading. The case really establishes that the rule laid down by the House of Lords in the bankruptcy case of *Hardy* v. *Fothergill* (37 W. R. 177, App. Cas. 351) applies to the winding up of insolvent companies, and that proofs may at once be made in respect of all liabilities—present or future, certain or contingent—of the company as a lessee.

The mutual credit clause of the Bankruptcy Act, 1883, is now incorporated in winding-up law, and a decision as to its meaning was obtained from the judge, who undoubtedly, of all members of the Bench, knows most about bankruptcy law, in *Re Mid-Kent Fruit Factory* (44 W. R. 284; 1896, 1 Ch. 567). If moneys of a company are paid to a person for certain specified purposes after satisfaction of which a balance remains, he cannot, if a winding-up ensues, set off a debt owing to him by the company unless he can shew that the company consented to his retention of the balance.

Notwithstanding the Preferential Payments in Bankruptcy Act, 1888, it has been held by Mr. Justice NORTH that there is no preferential charge, in respect of rates, on effects of a company in the hands of a receiver for debenture-holders when a company is being wound up: *Richards* v. *Overseers of Kidderminster* (44 W. R. 505; 1896, 2 Ch. 212).

A case which came to nothing much in the way of decision, but in which there was some doubt whether the solicitors for two contributories really represented both of them in chambers, led to the issue, on the 19th of May, of what is to be cited as rule 173*a* of the Companies Winding-up Rules. The rule provides that "no creditor or contributory shall be entitled to attend any proceedings in chambers unless and until he has entered in a book, to be kept by the registrar for that purpose, his name and address, and the name and address of his solicitor (if any), and upon any change of his address or of his solicitor, his new address, and the name and address of his new solicitor." The new rule is not very happily worded.

The cases as to what words are sufficient to authorize the borrowing of money on the security of a company's uncalled capital, are numerous. Another case to be added to the list is

Jackson v. *Rainford Coal Co.* (44 W. R. 554; 1896, 2 Ch. 340). The memorandum of association was silent as to borrowing; but the articles authorized the company to borrow on mortgage of its freeholds and leaseholds, works, and "other property and effects" for the time being, or upon bonds or debenture notes of the company, or "*in such other manner as the company may determine.*" Mr. Justice CHITTY held that the uncalled capital could be pledged, and that even if the articles had been insufficient for this purpose (and they would have been but for the words in italics), they might have been altered so as to enable the uncalled capital to be charged.

After *Re Standard Manufacturing Co.* (39 W. R. 369; 1891, 1 Ch. 627) the decision that a deed of charge on assets to cover debentures is not a bill of sale, will scarcely come as a surprise: see *Richards* v. *Overseers of Kidderminster* (44 W. R. 505; 1896, 2 Ch. 212), which case and *Re Marriage, Neave, & Co.* (45 W. R. 42, W. N., 1896, 87, contain some valuable law on the subject of rates when a debenture-holders' receiver is in possession.

The effect of irregularity in the issue of debentures has received judicial attention in several cases. There are very few reported cases as to the notice to be imputed where two companies, with directorates composed wholly or partially of the same persons, deal with each other. *Re Hampshire Land Co.* (40 SOLICITORS' JOURNAL, 654; 1896, 2 Ch. 743) is, under the circumstances, a contribution of no mean value, especially as in deciding it the court refused to impute notice, the effect of which would have worked manifest injustice.

Robinson v. *Montgomeryshire Brewery Co.* (1896, 2 Ch. 841) is also a convenient decision, which shews that a person lending money on a debenture stock certificate need not inquire too closely as to the authority of the person whom the company has entrusted with the certificate for the purpose of raising money on it; and the decision of Mr. Justice NORTH in *Biggerstaffe* v. *Rowatt's Wharf (Lim.)* 44 W. R. 536; 1896, 2 Ch. 93) is also in favour of borrowers dealing *bond fide* with a company the officers of which are acting irregularly.

A note is enough to record the failure of the somewhat startling attempt to obtain priority over a previously-issued security which was made in *Smith* v. *English and Scottish Mercantile Investment Trust* (40 SOLICITORS' JOURNAL, 717; W. N., 1896, 86). A company had issued debenture stock purporting to be a first charge, and which gave a floating charge on all its assets. Afterwards it issued debentures also purporting to be a first charge and giving a similar floating security. It was contended that the debentures had priority over the stock; but it was held, with a solemnity that the case scarcely deserved, that the stock had priority, whether the debenture-holders had notice of its previous issue or not.

The most important case as to debentures this year is *Gaskill* v. *Gosling* (1896, 1 Q. B. 669). This case was tried before the Lord Chief Justice, and was affirmed on appeal by Lord ESHER and Lord Justice LOPES, Sir JOHN RIGBY dissenting. Therefore, the only judge connected with the case who has had an equity training disagrees with the decision. Any lawyer glancing at the facts of the case will notice a curious resemblance in them to those of *Cox* v. *Hickman* (8 H. L. Cas. 268), in which it was decided that there was no agency and therefore no partnership. In *Gaskill* v. *Gosling* the company executed a trust deed mortgaging its business and property to secure debentures. The trustees of the deed were two members of a banking firm which held all the debentures. The deed enabled the trustees in certain events to appoint a receiver, who was to have power to carry on the business, the trust deed declaring that the receiver should be the agent of the company, which alone should be liable for his acts and defaults. The trustees appointed a receiver, stipulating that all moneys received by him should be paid into an account with the banking firm, and that cheques drawn by him should be countersigned by the solicitor who had acted for the trustees. A compulsory winding-up order was soon afterwards made, and after the order the receiver, in carrying on the business, bought goods from the plaintiffs. It was held that the trustees were liable as principals for the price of the goods. The net moneys received were to be applied according to section 24 of the Conveyancing Act, 1881, and no doubt what was intended was to create merely a mortgage of the company's assets and business, making the receiver, as under a freehold mortgage, the agent of the mortgagor. This case will probably go further.

REVIEWS.

PARENT AND CHILD.

THE LAW OF PARENT AND CHILD, GUARDIAN AND WARD, AND THE RIGHTS, DUTIES, AND LIABILITIES OF INFANTS; WITH THE PRACTICE OF THE HIGH COURT OF JUSTICE IN RELATION THERETO. By R. STORRY DEANS, Barrister-at-Law. Reeves & Turner.

The law of parent and child is not easy to expound successfully. In dealing, for instance, with the right of a father to the custody of his children, the doctrines at common law and in equity have to be carefully distinguished, and each jurisdiction presents difficulties of its own. Moreover, the right of the mother to the custody of the children, and the right of the children to have their true interest considered, have been increasingly recognized by modern legislation, and the effect of the statutes has to be considered. Mr. Deans has made a thorough examination of this subject, and he presents the law in neat and readable form. The same qualities are observable in other parts of the book, as in the chapter on Guardian and Ward, where the various classes of guardians are carefully described, and elsewhere there is a good account of the various steps which have been taken by the Legislature with a view to the protection of children. Within a small compass the book deals very satisfactorily with the chief points depending on infancy.

BLACKSTONE'S ABRIDGED.

THE STUDENT'S BLACKSTONE; BEING THE COMMENTARIES ON THE LAWS OF ENGLAND OF SIR WILLIAM BLACKSTONE, KNT. ABRIDGED AND ADAPTED TO THE PRESENT STATE OF THE LAW. TWELFTH EDITION. By R. M. N. KERR, M.A., Barrister-at-law. Reeves & Turner.

This work retains the old law to be found in Blackstone, which is still historically useful, and at the same time incorporates the changes necessary to bring the law up to date. The present edition for instance, under the head of Municipal and Local Government Corporations, gives an account of the Local Government Act, 1894, and of the district councils and parish councils and meetings which it created. It seems, however, to be a drawback that so little reference is made to authorities. It may well be undesirable to incumber a book of this kind with a multitude of references, but the statement of the law means little to the student unless he follows it up in the authorities, and he may fairly expect to find the leading cases indicated. Moreover, where the law is purely statute law it is sometimes given without sufficient reference to the statute. The account of bills of exchange at p. 245 appears to give no indication that the law on the subject is now contained in the Bills of Exchange Act, 1882, and the procedure in bankruptcy is detailed (p. 250) without any preliminary statement that it depends on the Act of 1883. We should imagine the book would be made more useful to students if the editor gave fuller information as to such details.

THE FACTORIES ACTS.

THE LAW RELATING TO FACTORIES AND WORKSHOPS (INCLUDING LAUNDRIES AND DOCKS). PART I.: A PRACTICAL GUIDE TO THE LAW AND ITS ADMINISTRATION. By MAY E. ABRAHAM (one of Her Majesty's Inspectors of Factories). PART II.: THE ACTS, WITH NOTES, CONTAINING THE FACTORY AND WORKSHOP ACTS, 1878 TO 1895; THE SHOP HOURS ACTS, 1892 TO 1895; THE TRUCK ACTS, 1831 TO 1887; PARTS OF OTHER ACTS RELATING TO FACTORIES AND WORSHOPS; ALL ORDERS MADE BY THE SECRETARY OF STATE UNDER THE FACTORY AND WORKSHOP ACTS; WITH EXPLANATORY NOTES. By ARTHUR LLEWELYN DAVIES, of the Inner Temple, Barrister-at-Law. WITH AN APPENDIX CONTAINING A FULL LIST OF SPECIAL RULES MADE FOR DANGEROUS EMPLOYMENTS, AND A COMPLETE INDEX TO BOTH PARTS. Eyre & Spottiswoode.

The Factories Acts concern the interests of large classes of persons for whom it is of vital importance that the law should be simply and clearly stated. The principal Act is the Act of 1878, but there are also the amending Acts of 1883 and 1891, and notably of 1895, and these have to be carefully compared before the provisions applicable to any particular case can be known. It is highly necessary, therefore, to have a manual in which the law as a whole is considered and explained, and in which the Acts themselves are conveniently brought together, and the book before us seems admirably to answer these requirements. Part I., which contains a practical guide

to the law and its administration, is contributed by Miss Abraham, who has acquired the necessary experience as an inspector of factories; while Part II., which has been compiled by Mr. Davies, gives the text of the Acts with explanatory notes. The appendix contains the rules for various special occupations, and the index has been prepared so as to enable employers of labour readily to find the requirements applicable to their own departments. The book should make the law clear alike to those who are engaged in its administration and to employers who come under its obligations.

BOOKS RECEIVED.

The Local Government Act, 1894, with an Introduction, Appendix, and Index, forming an Epitome of the Law relating to Parish Councils, and shewing the Alterations in the Law relating to District Councils and Boards of Guardians. Third Edition. By ALEXANDER MACMORRAN, M.A., Q.C., and T. R. COLQUHOUN DILL, B.A., Barrister-at-Law. Shaw & Sons.

The Scottish Licensing Laws: a Digest of the Acts, Laws, and Practice regulating the Sale by Retail of Excisеable Liquors in Scotland, with Acts, Notes, and Introduction. By JAMES PURVES, S.S.C. Edinburgh: William Green & Sons.

CORRESPONDENCE.

"MADE IN GERMANY."

[*To the Editor of the Solicitors' Journal.*]

SIR,—In reference to your article under this heading on the working of registration of titles in Germany, I should like to say that a short time back, being in Cassel, I was told by one of the judges that they had a system of registration there for the town and surrounding district, and I expressed a wish to see the Registry.

He very kindly took me, and I found one fairly large room with six or seven clerks, who seemed to have little to do, and who obviously had sufficient leisure to attend promptly to any matter with which they might be favoured.

I saw at once that no parallel whatever could be drawn between the state of business there conducted with that which undoubtedly exists in London and other busy centres in England. In a word, the circumstances are altogether different. V. I. CHAMBERLAIN.

Dec. 8.

NEW ORDERS, &c.

HIGH COURT OF JUSTICE.

CHRISTMAS VACATION, 1896.

Notice.

There will be no sitting in Court during the Christmas Vacation.

During Christmas Vacation:—All Applications which may require to be immediately or promptly heard, are to be made until Thursday, December 31st, to the Honourable Mr. Justice Chitty, and after that date, to the Honourable Mr. Justice Cave.

Mr. Justice Chitty will act as Vacation Judge from Tuesday, December 22nd, to Monday, December 31st, both days inclusive. His lordship will sit in Queen's Bench Judges' Chambers, on Tuesday, December 29th, and (if necessary), on Wednesday, December 30th. On other days, within the above period, applications in urgent matters may be made to his lordship by post or rail.

Mr. Justice Cave will act as Vacation Judge from Friday, January 1st, to Saturday, January 9th, both days inclusive. His lordship will sit in Queen's Bench Judges' Chambers on Tuesday, January 5th. On other days, within the above period, applications in urgent Chancery matters may be made to his lordship by post or personally in which latter case the applicant should proceed to Sutton by the London, Brighton, and South Coast Railway, and thence by cab to Woodmansterne.

In any case of great urgency, the brief of counsel may be sent to the judge by book-post or parcel, prepaid, accompanied by office copies of the affidavits in support of the application, and also by a minute, on a separate sheet of paper, signed by counsel, of the order he may consider the applicant entitled to, and also an envelope capable of receiving the papers, addressed as follows:—"Chancery Official Letter: To the Registrar in Vacation, Chancery Registrars' Chambers, Royal Courts of Justice, London, W.C."

On applications for injunctions, in addition to the above, a copy of the writ, and a certificate of writ issued, must also be sent.

The papers sent to the judge will be returned to the registrar.

The address of the judge for the time being acting as Vacation judge can be obtained on application at Chancery Registrars' Chambers, Room 136.

The chambers of Mr. Justice North will be open for Vacation business only, from 11 to 2 on Thursday, December 24th; Tuesday, December 29th; Wednesday, December 30th; Thursday, December 31st; Friday, January 1st; Tuesday, January 5th; and Wednesday, January 6th.

CASES OF THE WEEK.

Court of Appeal.

ATKINSON *v.* **MORRIS.** No. 2. 2nd Dec.

WILL—REVOCATION—EVIDENCE—ADMISSIBILITY—STATEMENTS OF TESTATRIX AFTER DATE OF WILL.

The defendant, J. C. Morris, moved to set aside the verdict of the jury at the trial of the action and the judgment of Barnes, J., in favour of the will of the testatrix, Mrs. Ann Keble Atkinson, dated the 8th of August, 1878. By her will the testatrix gave her residuary estate to a nephew of her deceased husband, Chas. Thomas Atkinson, and appointed him and his mother, Mrs. Emma Atkinson, executor and executrix of it. They were the plaintiffs in the action, and propounded the will. The defendants, the next-of-kin of the testatrix, alleged that the will had been revoked, and tendered evidence to the effect that the testatrix had told a friend, Mrs. Lockyer, that she had executed her will in duplicate and had destroyed one copy with the intention of revoking the will. The learned judge at the trial ruled that the evidence was inadmissible. The will, which was admitted to probate, shewed that the testatrix had run her pen through her own signature and partly through that of one of the attesting witnesses and had added this note: "Null and void. A. K. A. Through injustice on the part of Mrs. Emma Atkinson and family from time to time." The defendants appealed on the ground that the learned judge had misdirected the jury and had improperly rejected the evidence as above set out when tendered to him.

THE COURT (Lord RUSSELL OF KILLOWEN, C.J., and LINDLEY and A. L. SMITH, L.JJ.) dismissed the appeal.

Lord RUSSELL, C.J.—In this case we have to deal with the defendant's motion for a new trial on two grounds: (1) On the ground of misdirection of the jury; (2) on the ground that the learned judge improperly rejected evidence which he ought to have admitted as relevant to the issue. The case is a very peculiar one, and so far as they are necessary to be stated the facts are these. [His lordship stated the facts at length, and said that after letters of administration had been granted to the defendant, J. C. Morris, as next-of-kin, intimation was given him of the existence of a testamentary document, and that the enquiries resulted in the present plaintiffs propounding the will, which was admitted to probate. His lordship continued:—] The document bears on the face of it the clearest indication that could be conveyed that the testatrix intended to nullify the will she had previously made. The court would be most anxious to carry out that intention if it could do so consistently with the rules of law. As to misdirection, it is clear that wherever a person who is himself benefited comes forward in support of that benefit, which he has himself procured, the judge ought to warn the jury as to their duty in dealing with his evidence. The rule has been laid down again and again, but the evidence is not for that reason to be disregarded. I come to the conclusion that, though I should have expressed myself more strongly than the learned judge did, there has not been any misdirection, and for this reason the jury came to their conclusion, having been warned adversely to the plaintiff, and upheld the will. On the second point, the law has laid down certain formalities to be observed in the execution of a will, and if they are not complied with the law steps in and the estate is distributed as in the case of intestacy. The statute (the Wills Act) also prescribes the same formalities for the revocation of a will. It is clear, therefore, although the intention is clear, that the revocation was not in writing, not in the form prescribed by the statute, and cannot be relied on as evidence of revocation. But it is said that it may be worked in other ways, by the physical destruction of the paper on which the will is written; and it has been decided that if the will is executed in duplicate according to the statute, and the possession of the duplicate is traced to the testator, and after his death it is discovered that the one has been destroyed or is missing, the destruction of one of the two parts would operate as the destruction of the will itself. . . . On the evidence the jury could only conclude that the will was not executed in duplicate. . . . Is the statement of the testatrix made after the execution of the will that she did execute it in duplicate evidence? I say it is not; the rules of evidence are narrower here than they are in many countries. The evidence proposed was hearsay evidence of a statement *ex post facto* of the testatrix herself. The case of *Sugden* v. *Lord St. Leonards* (24 W. R. 860; 1 P. D. 154) goes further than other cases, and extends the admissibility of evidence. I will only say we are bound by the decision on that point, but the extension is clearly fixed by that case; it was not approved by the House of Lords, but has not yet been overruled. I regard as authorities by which we are bound the cases of *Doe* v. *Palmer* (16 Q. B. 747) and *In the goods of Ripley* (6 W. R. 460, 1 Sw. & T. 68), and they do establish the rule that statements made by a testator are not admissible to prove the execution of the will by him. If they are not admissible for the execution, is there any distinction between that and revocation? I see none. I am sorry we cannot give effect to the clear intentions of the testatrix, and regret that the learned judge in the court below gave costs against the defendants. We cannot interfere with that; the appeal will be dismissed without costs.

LINDLEY, L.J., said that the case could not be brought on principle

within the exceptions, which were perfectly well known. The principle as expounded had let in a great deal more evidence. They could not hold therefore judicially that the evidence was admissible. That being so, there was nothing wrong with the decision in point of law. The lady did intend to revoke her will, but she had not done so according to law.

A. L. SMITH, L.J., gave judgment to the same effect. Appeal dismissed.—COUNSEL, *Bayford*, Q.C., and *Barnard*; *Inderwick*, Q.C., and *L. D. Powles*. SOLICITORS, *C. T. Wilkinson*, for *Timbrell & Wilkinson*, Stratford, E.; *A. Hunt*, for *Brown & Rooke*, West Ham.

[Reported by W. SHALLCROSS GODDARD, Barrister-at-Law.]

ROWLAND v. MICHELL. No. 2. 2nd Dec.

TRADE-MARK—DISTINCTIVE DEVICE—PHOTOGRAPH OF INVENTOR—PATENTS, DESIGNS, AND TRADE-MARKS ACT, 1888 (51 & 52 VICT. c. 60) s. 10.

This was an appeal from a decision of Romer, J. (reported 40 SOLICITORS' JOURNAL, p. 636). The plaintiff, Mr. J. Rowland, of Southwark, London, a manufacturer of cough drops known as "The Army and Navy Paregoric Cough Tablets," claimed damages against the defendant for infringing his trade-mark, registered number 155,638, Class 42 (Confectionery), and for an injunction to restrain the defendant from wrongfully imitating the said trade-mark. The facts of the case were as follow:—The mark on the tablet was an oval ring enclosing a photograph of the plaintiff, with the words "Rowland's Army and Navy Paregoric Tablets." A man named George Hoskins was another maker of the "tablets," and sold "Army and Navy Paregoric Tablets" in wrappers and with a get-up so resembling the plaintiff's that it was difficult to distinguish them. The plaintiff in 1892 threatened to bring an action against Hoskins to restrain the sale, but as he himself was, as he said, worried by domestic troubles, and Hoskins was not in good circumstances, he refrained from bringing it. In 1895 Hoskins sold his business to the defendant, against whom the plaintiff brought the present action. The defendant applied by motion to expunge the plaintiff's trade-mark, on the ground that the photograph of an individual was not the proper subject of a trade-mark, and was not a "distinctive device" within the meaning of section 10 (*c*) of the Patents, Designs, &c., Act, 1888. The defendant also alleged acquiescence on the part of the plaintiff. Romer, J., at the trial held that the plaintiff's photograph was a valid trade-mark. He dismissed with costs the defendant's motion to expunge, and overruled the defence of acquiescence. He also granted the plaintiff an injunction restraining the defendant from using wrappers such as might be calculated to deceive the public. The defendant appealed.

THE COURT (LORD RUSSELL OF KILLOWEN, C.J., and LINDLEY and A. L. SMITH, L.JJ.), dismissed the appeal.

LORD RUSSELL, C.J., said that the defendant raised three points in his defence: (1) That the plaintiff's device was not a distinctive trade-mark at all; (2) that he was not entitled to relief on the ground of acquiescence; (3) that he had been guilty of such misconduct as to disentitle him to relief from the court. His lordship thought that the trade-mark was a "distinctive device" within the meaning of section 10 of the Act, and he could not improve upon the way in which Romer, J., had dealt with the point in the court below. Similarly the defendant could not succeed on his other points, the result being that the appeal must be dismissed with costs.

LINDLEY, L.J., said that he did not see why the photograph of a particular face should not be a distinctive trade-mark, provided it was not in common use in the trade. The court must be careful not to render the Act useless by narrowing down its meaning.

A. L. SMITH, L.J., agreed. Appeal dismissed.—COUNSEL, *Oswald*, Q.C., and *Edmondson*; *Eve*, Q.C., and *J. M. Gover*. SOLICITORS, *C. E. Oscar Walker*; *C. & E. Woodroffe*.

[Reported by W. SHALLCROSS GODDARD, Barrister-at-Law.]

High Court—Chancery Division.

Re **BOYS, BOYS v. HARDY.** Chitty, J. 9th Dec.

WILL—CONSTRUCTION—DISCRETIONARY TRUST—MAINTENANCE OF LUNATIC BENEFICIARY—REFUSAL TO APPLY TRUST FUNDS FOR MAINTENANCE.

Summons. This was an application by the plaintiff, a person of unsound mind, under the direction of the lunacy authorities, in relation to the exercise of a power contained in the will of the plaintiff's sister. By the will, which was dated in 1895, the testatrix gave the residue of her estate to the plaintiff and the defendant Hardy, upon trust for sale and conversion, and to hold the trust funds upon trust during the life of the plaintiff "either to pay to or allow to be received by" the plaintiff "the whole or such part of the income thereof as my trustees or trustee shall in their or his discretion think fit or shall apply the whole or such part of the said income as shall not be paid or received as aforesaid, or such part of such last-mentioned part as my trustees or trustee shall in their discretion think fit for the maintenance" of the plaintiff, and the testatrix directed accumulation for a period of the surplus income by way of addition to the capital of the trust funds with power to resort to the accumulations for the plaintiff's maintenance, and subject to the trusts aforesaid declared certain other trusts of the funds. The will provided that in case of the plaintiff being incapable to act, all the powers of the will should be exercisable by the other trustees or trustee for the time being during the plaintiff's life in the same manner as if he had not been appointed a trustee. By an order in lunacy made in January, 1896, a person was appointed to manage the plaintiff's estate. Shortly before the defendant Tatham had been duly appointed a trustee of the testatrix's will in the plaintiff's place. The plaintiff's income being insufficient for his maintenance, application was made to the defendants to apply the whole or part of the income of the testatrix's estate for the purpose, but with the exception that they allowed him the use of her house and furniture, they refused maintenance out of the estate. The defendants gave reasons for the refusal, and stated in their evidence how they intended to exercise the discretion given them by the will. The chief reasons were the plaintiff's mental condition, and what the defendants believed to be the wishes of the testatrix and of the plaintiff. The questions raised were whether the defendants' refusal was justified and whether the reasons alleged were proper.

CHITTY, J., said that there was no question as to the construction of this power. The power was like that in *Gisborne* v. *Gisborne* (25 W. R. 516, 2 App. Cas. 300), and the reasoning of Lord Cairns in that case applied. The trustees had not refused to exercise their discretion, and said that they had exercised it in a reasonable manner. There was no charge of *mala fides* against them, and, as Lord Cairns said of the trustees in *Gisborne* v *Gisborne*, "their discretion and authority, always supposing there is no *mala fides* with regard to its exercise, is to be without any check or control from any superior tribunal" (2 App. Cas., at p. 305). It was said that the trustees had acted so unreasonably that the court ought to interfere, on the ground that they must be acting in bad faith—technical bad faith was the phrase used at the bar. The answer was that there was no such thing as technical bad faith. His lordship was only at liberty to examine the trustees' reasons to the extent required to see if there was bad faith or not, and he thought there was not. To examine them further would be to substitute the court's discretion for the trustees' discretion, and that would take away the trustees' discretion. The plaintiff's application therefore failed, and there would be a declaration similar to that in *Gisborne* v. *Gisborne*, and also a declaration that the defendants' motives were not improper or such as to induce the court to interfere.—COUNSEL, *Byrne*, Q.C., and *T. L. Wilkinson*; *R. P. Hewitt*. SOLICITORS, *Herbert H. Boorne*; *Tatham & Hardy*.

[Reported by J. F. WALEY, Barrister-at-Law.]

Re **LOANDA GAS CO. (LIM.).** North, J. 5th Nov.

MEMORANDUM OF ASSOCIATION—ALTERATION—53 & 54 VICT. c. 62.

The memorandum of association of the Loanda Gas Co. gave it power, *inter alia*, to supply electricity, to act as bankers and financial agents, and to construct tramways. It was desired to register the company in Portugal, but this could not be done unless the memorandum was modified. This petition was accordingly presented under section 2 (5) (*e*) of the Memorandum of Association Act, 1890, by which the court has power to confirm an alteration to restrict or abandon any of the objects specified in the memorandum of association or deed of settlement. The objects of the company was to acquire concessions in Loanda in Africa, in Portuguese territory. The company would have no legal status in Portugal unless registered there, but electricity is a government monopoly, and no company is allowed to hold a tramway line for more than ten years and under severe restrictions. Special resolutions had been duly passed and confirmed on the 8th and 26th of April, 1896. A new law as to the registration of foreign companies in Portugal was passed in April, which was the reason the application was only now made. The alterations were such as the Portuguese adviser of the company said would enable the company to be registered in Portugal. The power to act as agents, bankers, &c., was struck out altogether, and "subject to the laws for the time being in force in Portugal," was inserted at several places in the memorandum. The evidence in support was that of the company's Portuguese legal adviser. The only creditors were debenture holders.

NORTH, J., made the order asked, and said that further advertisement was, under the circumstances, unnecessary.—COUNSEL, *Stewart Smith*. SOLICITOR, *E. T. Hargraves*.

[Reported by G. B. HAMILTON, Barrister-at-Law.]

GOLD REEFS OF WESTERN AUSTRALIA v. DAWSON. North, J. 8th Dec.

PRACTICE—PERSON MADE PARTY TO ACTION WITHOUT AUTHORITY—DISCONTINUANCE OF ACTION—R. S. C., ORD. 26, R. 1.

Motion by a company to strike out their name as plaintiff in the action, on the ground that the solicitors had no authority to make the company a party, and that the solicitors might be ordered to pay all the costs incurred. Since the notice of motion had been given notice of discontinuance of the action had been given, and the solicitors now took the objection that as the action was gone the court had no jurisdiction to make the order. The action had been commenced in the name of the company, two directors, and two shareholders to restrain further proceedings in a voluntary winding up. An application for an injunction to this effect had been made and had been dismissed, and the plaintiffs ordered to pay the costs. On this coming to the notice of the company the present motion was launched.

NORTH, J., held that as the rules made no special provision on the point, the old practice in Chancery prevailed, according to which such a motion could be made after dismissal of a bill, and that therefore the court had jurisdiction.—COUNSEL, *Swinfen Eady*, Q.C., and *Duke*; *Kenyon Parker*. SOLICITORS, *Gover & Chiles*; *Wyatt Digby & Co.*

[Reported by R. SILLEM, Barrister-at-Law.]

PALMER v. RICH. Stirling, J. 27th Oct., 9th Dec.

JOINT TENANCY — FREEHOLDS — LEASEHOLDS — SEVERANCE ON MARRIAGE — LEASES BY ONE JOINT TENANT AND HUSBAND OF OTHER JOINT TENANT

Special case. The facts were as follow. In 1854 Thomas Palmer

executed a voluntary conveyance of certain freeholds to his daughter Ellen Palmer and the plaintiff as joint tenants. In 1856 some leaseholds were bought for £500 and also assigned to the plaintiff and Ellen Palmer as joint tenants. This £500 was provided by Thomas Palmer. Ellen Palmer, in 1859, married Augustus Greenhead. Soon after this marriage Thomas Palmer died. In 1889 Ellen Greenhead and the plaintiff purchased certain leaseholds for £600 which was provided by them in equal shares. These leaseholds were assigned to them as joint tenants though the purchase-money was raised out of the sale of lands of which they were tenants in common. The plaintiff, her sister, and brother-in-law all lived together in one of the leasehold houses. Leases of the other property were granted by the plaintiff and her brother-in-law, and the rents were received by the latter on behalf of the plaintiff and his own wife. Ellen Greenhead died in August, 1895, and her husband in October of the same year. The defendants were the three co-heiresses and sole next-of-kin of A. J. Greenhead, and one of them was also the legal personal representative of Ellen Greenhead and A. J. Greenhead.

Stirling, J.—The first question is whether the marriage in itself effected a severance of the joint tenancy. As regards the leaseholds, the law, as laid down in Coke on Littleton 185*b*, 351*a*, *Bracebridge* v. *Cook* (Plowden 416), and recently in *Butler's Trusts* (38 Ch. D. 286), is plain that it does not create a severance. But it is said that there is no statement of the law and no decision that marriage does not effect a severance of a joint tenancy in fee. I cannot, however, bring myself to doubt that the law was the same in Lord Coke's time and has been so since. I arrive at this conclusion from the notes on Curtesy in Coke on Littleton at 30*a* and 183*a*. It further appears to me that the statements of the law of curtesy to be found in Roper on Husband and Wife, at p. 12, and Williams on Real Property, 7th ed., p. 251, are inconsistent with the view that marriage in itself converts a joint tenancy into a tenancy in common. The next question is whether the leases effect a severance of the joint tenancy. The law as to severance by alienation by one of two joint tenants is to be found in Littleton, section 292, and Coke's note 185*b* thereon. Coke, however, at 288 shews that where the alienation is by the two joint tenants or persons claiming under them the result may be different. Here we have a lease granted by the husband of one joint tenant, and the other joint tenant reserving rights to them, and I think that the grant of such a lease did not effect a severance. It is then said that the fact that the husband received the rents is a dealing with the property which shews an intention to effect a severance of the joint tenancy, and reliance is placed on *Williams* v. *Hensman* (1 J. & H. 546, 10 W. R. Dig. 27). All I can say is, that that is not a necessary result of the facts which have been stated. It is then said that the case is different as to the land which was purchased by the two daughters after their father's death, and that the purchase-money having been derived from the sale of property of which they were tenants in common, it ought to be presumed that this land was conveyed to them as tenants in common. The rule is laid down in *Robinson* v. *Preston* (4 Kay & Johnson, at p. 510, 6 W. R. Dig. 87), that where purchase-money is advanced in unequal shares a tenancy in common is created, but where it is advanced in equal shares a joint tenancy. No doubt under special circumstances that rule may not apply, and in fact it was held not to apply in that case. It seems to me, however, that in the present case the general rule applies, and that there is nothing in the circumstances to shew that this property should be treated as having been conveyed to the purchasers as tenants in common.—Counsel, *T. A. Nash*; *Rowden*. Solicitors, *Collins & Cook*.

[Reported by J. I. Stirling, Barrister-at-Law.]

NELSON *v.* **ANGLO-AMERICAN LAND CO.** Stirling, J. 23rd Nov.

Company—Register of Mortgages—Right of a Creditor of the Company to Inspect and Take Copies—25 & 26 Vict. c. 89, s. 43.

This case raised the question whether a creditor of a company registered under the Companies Act, 1862, is entitled not only to inspect, but also to take copies of the register of mortgages and charges, which by section 43 of that Act is directed to be kept. The plaintiff was the holder of a debenture issued by the company, the principal money whereof fell due in the year 1894. The company were not then in a position to repay such principal, and entered into a scheme under the Joint Stock Companies Acts, whereby the principal moneys were to be payable by certain instalments. During the course of the present year 1896 the plaintiff, becoming dissatisfied with the position of the company, was desirous of obtaining information as to the holders of other debentures of the company, and with that object he sought inspection of the register kept as above mentioned under section 43. He was allowed by the company to inspect the register, but the company refused to permit him to take copies of any of the entries therein, and he accordingly brought the present action, asking for an injunction to restrain the company from preventing him inspecting and taking copies of such register. Section 43 of the Act of 1862, so far as it is material, is as follows: "Every limited company under this Act shall keep a register of all mortgages and charges specifically affecting property of the company, and shall enter in such register in respect of each mortgage or charge a short description of the property mortgaged or charged, the amount of charge created, and the names of the mortgagees or persons entitled to such charge. . . . The register of mortgages required by this section shall be open to inspection by any creditor or member of the company at all reasonable times; and if such inspection is refused, any officer of the company refusing the same, and every director and manager of the company authorizing or knowingly or wilfully permitting such refusal, shall incur a penalty not exceeding five pounds, and a further penalty not exceeding two pounds per day during which such refusal continues; and in addition to the above penalty as respects companies registered in England and Ireland, any judge sitting in chambers or the Vice-Warden of the Stannaries, in the case of companies subject to his jurisdiction, may by order compel an immediate inspection of the register.

Stirling, J.—In the course of his judgment, said that the law on the subject had been considered in the case of *Multer* v. *Eastern & Midlands Railway Co.* (36 W. R. 401, 38 Ch. D. 92), a case on the Companies Clauses Acts, 1845 and 1863, where it was held both by Chitty, J., and the Court of Appeal that a right to inspect also included the right to take copies. The effect of that case was in his lordship's opinion this, that a right to inspect *primâ facie* carries with it a right to take copies. In the present case there was nothing to exclude this *primâ facie* right, and therefore the plaintiff was entitled to the relief for which he asked.—Counsel, *Buckley*, Q.C., and *Younger*; *Hastings*, Q.C., and *A. James*. Solicitors, *Henry Smith*; *Dale, Newman, & Hood*.

[Reported by W. Scott Thompson, Barrister-at-Law.]

High Court—Queen's Bench Division.

THOMAS *v.* **HODGENS.** Div. Court. 7th Dec.

County Court—Practice—Remitted Action—Counter-claim—When Notice of a Defence Must be Given—Ord. 10, rr. 10 and 11; Ord. 33, r. 2, of the County Court Rules.

Appeal from the decision of the learned county court judge at Swansea. In the action, which was heard in the High Court, the plaintiff sought to recover damages in tort for malicious prosecution. The defendant in the action pleaded, by way of counter-claim to the damages claimed, that the plaintiff was indebted to him in the sum of £69 for goods sold and delivered. The plaintiff in his pleadings admitted the counter-claim, and in the result the jury returned a verdict for the plaintiff, and assessed the damages at £150, and the learned judge entered judgment accordingly, with costs. A week afterwards the defendant prosecuted in the county court his counter-claim with a view of deducting the amount admitted as being due as a set-off against the amount of damages awarded the plaintiff in the action. The learned county court judge dismissed to counter-claim, making this entry on his notes: "It is no claim, because no notice was given." He also expressed his opinion that the defendant in the action—bankruptcy having intervened—must prove as a creditor against the estate of the plaintiff, and that he was not entitled to set off the amount of his counter-claim against the damages recovered by the plaintiff and thus take advantage of his own wrongful act to place himself in a better position than the other creditors. From this decision the defendant appealed. The question for the opinion of the High Court was whether the learned county court judge was right in law in striking out the counter-claim on the facts then before him, on the sole ground, as appeared from his notes, that no notice as required by order 10 of the County Court Rules had been given in the county court of the defence of a counter-claim. Ord. 10, r. 10 (special defences), directs that where the defendant intends to rely upon any of the defences mentioned in the rules of that order or upon any counter-claim he must file a notice, together with a concise statement of such grounds of defence, five clear days before the return day. Rule 11 of the same order directs that where the defendant intends to rely upon a set-off or counter-claim against any of the claims of the plaintiff his statement shall contain particulars of such set-off or counter-claim. Ord. 33, r. 2 (actions or matters remitted from the High Court), provides that no notice of defence under ord. 10, rr. 10 and 11, shall be required where the statement of defence has been delivered in the High Court. After the pleadings were closed the plaintiff became bankrupt, and it was after that date that the remission to the county court took place. For the appellant it was contended that, having regard to the fact that on the face of the pleadings in the High Court the plaintiff had admitted the counter-claim pleaded as a defence to the action, the learned county court judge was wrong in holding that under rules 10 and 11 of order 10 the defendant must give notice of his intention to plead that defence on the case being remitted to the county court. Order 33 was at variance with order 10 in this respect, and he submitted that order 10 did not apply. The object of the rules was to give notice to the other side of the defence they had to meet. In the present instance they had received that notice from the pleadings delivered in the High Court. [Wills, J.—Why did not the judge at the trial add this defence?] At the time of the trial the defendant was not shut out by the bankruptcy which intervened after the pleadings were closed. [Wills, J.—To whom would the damages be paid—to the plaintiff personally or to his trustee?] The damages being recovered by an action founded upon tort the amount recovered would not go to the bankrupt's estate but to the plaintiff personally, and therefore the defendant, if he succeeded in this appeal, would not be taking any advantage over the other creditors.

The Court (Wills and Wright, JJ.) expressed their opinion that the divergence in the wording of ord. 10, r. 10, and ord. 33, r. 2, was unintentional on the part of the Legislature. The county court judge was right in the conclusion he had arrived at, but they considered that he ought to have arrived at that conclusion from the facts of the case alone. He appeared, however, to have based his decision on the erroneous assumption that the appellant had failed to comply with a technical rule requiring notice. In their opinion that rule did not apply to the present case. The appeal must accordingly be dismissed.—Counsel, *S. T. Evans*; *W. D. Benson*. Solicitors, *Richard White* for both *H. Wilson Paton* and *Davis & Ingram*, Swansea.

[Reported by Erskine Reid, Barrister-at-Law.]

THORPE *v.* **PRIESTNALL.** 7th Dec.

Sunday Trading—Prosecution—Consent of Chief Constable—Institu-

TION OF PROCEEDINGS—LORD'S-DAY OBSERVANCE ACT, 1676 (29 CAR. 2, c. 7), s. 1—AMENDMENT ACT, 1871 (34 & 35 VICT. c. 87), s. 1.

This case involved questions under the Lord's-day Observance Act, 1676, and the amending Act, 1871. The appellant was prosecuted under section 1 of the Act of 1676, which enacts *inter alia* that "no tradesman, artificer, workman, labourer, or other person whatsoever, shall do or exercise any worldly labour, business, or work of their ordinary calling upon the Lord's-day or any part thereof (works of necessity and charity only excepted)." Section 4 provides that persons are not to be prosecuted under the Act except within ten days after the offence. It was proved that the appellant was a barber, and that on Sunday, the 5th of July, he shaved customers between the hours of 10.30 a.m. and 12.30 p.m., and that between the same hours he sold a newspaper. The magistrate found that the appellant was exercising his ordinary calling, and convicted him. By the amending Act, 1871, it is enacted that no prosecution or other proceeding shall be "instituted" against any person under the Act of 1676, "except by or with the consent in writing of the chief officer of police of the police district in which the offence is committed, or with the consent in writing of two justices of the peace or a stipendiary magistrate having jurisdiction in the place where such offence is committed." Before the information was laid the consent of the chief constable of the district was asked, and was given verbally. On the 6th of July the information was laid, and on the same day a summons was issued. On the following day consent in writing was given which dated back to the 6th of July. The summons was afterwards served on the appellant. One of the contentions of the appellant was that the Act of 1871, s. 1, had not been complied with. On behalf of the respondent it was contended that proceedings were not "instituted" against a person under the Act until the service of the summons upon him, and that, therefore, the consent in writing of the chief constable was obtained in time. *Ditcher* v. *Denison* (11 Moore's P. C. 324) and *Yates* v. *Reg.* (14 Q. B. D., at p. 661) were referred to.

THE COURT (WILLS and WRIGHT, JJ.) allowed the appeal, on the ground that the proceedings were not instituted with the consent in writing of the chief constable.

WILLS, J., said that, looking at the Act of 1871, it was clear that proceedings could be instituted by the chief constable. All he could do was to lay an information. He could not issue the summons or serve it. That pointed to the fact that by the institution of proceedings was meant the laying of the information.

WRIGHT, J., concurred.—COUNSEL, *Brook Little; Danckwerts.* SOLICITORS, *Campion & Simmons*, for *A. M. Wilson*, Sheffield; *Aldous & Walford.*

[Reported by C. G. WILBRAHAM, Barrister-at-Law.]

APPLEYARD v. LAMBETH VESTRY. Hawkins, J. 31st Oct. and 28th Nov.

METROPOLIS MANAGEMENT—DRAIN OR SEWER—COMBINED DRAIN CONSTRUCTED BEFORE 1848—LIABILITY OF VESTRY TO REPAIR.

In this action the plaintiff claimed against the defendants a *mandamus* commanding them, pursuant to sections 69, 71, and 72 of the Metropolis Management Act, 1855, and other Acts, to repair, cleanse, and maintain the pipes or sewers which carry the drainage of Nos. 85, 87, 89, and 91, York-road, Lambeth, in the county of Surrey, from "the point at which the drainage of more than one house is received into such sewers up to the point of discharge into the main sewer in York-road." The plaintiff also claimed a declaration that such pipes or sewers are "sewers" within the meaning of the said Acts, and vested in the defendants. The facts of the case, as set out in the judgment, are as follows: On the 20th of December, 1838, one Saunders, the freeholder, granted a building lease to Messrs. Grissel & Peto of a piece of land in the York-road, Lambeth. On this piece of land Messrs. Grissel & Peto erected the four houses adjoining each other, Nos. 85, 87, 89, and 91, York-road, which were finished and occupied in the year 1839 or 1840, each being let to and occupied by a different person as a separate tenement. Each of these houses, and at least two others, Nos. 8 and 9, Addington-crescent, the property of a different owner, were, and still are, drained by pipes laid for draining the whole six houses by a combined operation, Nos. 85 and 87, York-road and 8 and 9, Addington-crescent draining into a branch pipe about 9in. internal diameter. This pipe discharges its contents into another brick barrel drain, about 12in. internal diameter, into which the drainage of Nos. 89 and 91 is first drained. The whole drainage of the six houses is then conveyed for a distance of 48ft. to 50ft., through the barrel drain down to and into and is carried away by the main sewer which runs along York-road at right angles with the barrel drain. The whole of this drainage system, with the exception of so much as is contiguous to Nos. 8 and 9, Addington-cresent, was constructed on the land of the owner of the four houses in York-road until the barrel drain reaches the York-road, and it was so constructed at the same time as the houses were built; indeed, it was formally admitted by the defendants that "the present system of combined drainage of the said houses has existed from the date of the erection of the said houses." The land so leased to Grissel and Peto, with the said houses built thereon, is now vested in the plaintiff for a term which will not expire until Christmas, 1923. On the 28th of November, 1895, the sanitary inspector of the vestry served on the plaintiff a notice that the drainage was defective, and on the 13th of January, 1896, a further notice to reconstruct it in accordance with the bye-laws of the vestry. The drainage was, in fact, defective, and required to be re-made. The plaintiff denied his liability, contending that the vestry were themselves liable, and on the 20th of March, by notice in writing, he required the vestry (the defendants) to do the necessary work. They declined to do so. Thereupon this action was commenced. During the argument the following cases were cited: *Vestry of St. Leonard's, Shoreditch* v. *Phelan* (44 W. R. 427; 1896, 1 Q. B. 533), *Kershaw* v. *Taylor* (44 W. R. 28; 1895, 2 Q. B. 208 and 471), *Reg.* v. *St. Matthew's, Bethnal Green* (44 W. R. 559; 1896, 2 Q. B. 95). *Cur. adv. vult.*

HAWKINS, J., in giving judgment for the plaintiff, after reciting the facts as above, said there was no reason to doubt that the drainage as it was constructed in 1838 was the same as now existed, and it might be presumed that it was then legally so constructed. The question was, whether the sewage conduit was now a "drain" repairable by the private owner, or a "sewer" repairable by the vestry, under the provisions of the Metropolis Management Acts, 1855 and 1862. There was no pretence for saying that the conduit in question was a drain used for the drainage of one building only; it was a drain for draining a group or block of houses by a combined operation, and would be a drain within the meaning of section 250 of the Act of 1855 and section 112 of the Act of 1862, if constructed before 1856, and by the order or with the sanction of the Metropolitan Commissioners of Sewers, or, since that time, of the vestry. There was no trace, however, of such order or sanction, and he found as a fact that none existed. The local Commissioners of Sewers for Surrey and Kent, who had jurisdiction in those counties when the houses were built, were a totally distinct body, whose existence terminated when the Metropolitan Commissioners were constituted by the Act of 1848. Therefore he was of opinion that the conduit in question was a "sewer" repairable by the vestry. The cases cited confirmed this view. There would therefore be judgment for the plaintiff for the *mandamus* and a declaration as prayed for, with costs.—COUNSEL, *McCall*, Q.C., and *Morton Smith*; *Tindal Atkinson*, Q.C., and *Muir Mackenzie.* SOLICITORS, *Venn & Woodcock*; *Miller, Smith, & Bell.*

[Reported by E. G. STILLWELL, Barrister-at-Law.]

Bankruptcy Cases.

***Re* STOCK, *Ex parte* AMOS.** Vaughan Williams and Wright, JJ. 27th Nov.

BANKRUPTCY—COMPOSITION DEED—POWER OF SURVIVING TRUSTEE TO DETERMINE DEED—REVIVAL OF RIGHTS OF CREDITORS—STATUTE OF LIMITATIONS (21 JAC. 1, c. 16).

This was an appeal against a decision of His Honour Judge Austin in the Bristol County Court, whereby he admitted the proof of the respondents, Messrs. Miles, Cave, & Co., for the sum of £925. Upon the 11th of July, 1881, Stock, the bankrupt, filed his own petition at Bristol under the Bankruptcy Act, 1869. His creditors met upon the 8th of August, and agreed to accept a composition of 5s. in the £ upon the terms of certain resolutions which were embodied in a deed subsequently executed. The parties to the deed were Stock of the first part, three trustees of the second part, and Stock's creditors of the third part. By the deed the creditors granted Stock a licence to carry on his business and collect his estate subject to an inspectorship, allowed Stock £500 a year for his maintenance; all his earnings above that amount were to go towards paying the composition of 5s. in the £; when that composition was paid Stock was to be released. A further paragraph provided that if Stock should be adjudicated bankrupt before the payment of the composition, then it should be lawful to the trustees to declare the deed at an end. The respondents, Messrs. Miles, Cave, & Co., proved under the deed, and signed the same. Nothing was ever done under the deed, as Stock never earned £500 a year. In 1889 Stock filed his own petition, and was adjudicated bankrupt. Upon the 27th of March, 1896, the sole surviving trustee endorsed upon the deed that he determined it. The respondents thereupon proved in the 1889 bankruptcy for £925. The official receiver rejected the appeal, but His Honour Judge Austin allowed it. The official receiver appealed. The court dismissed the appeal, without calling upon counsel for the respondents.

VAUGHAN WILLIAMS, J., held that during the existence of the deed none of the creditors who had assented to it could have sued or proved against the bankrupt, but that as long as it existed the Statute of Limitations did not run against them. The surviving trustee had power to determine the deed, and upon such determination the rights of the creditors revived. The respondents were therefore entitled to have their proof admitted.

WRIGHT, J., concurred.—COUNSEL, *E. Cooper Willis*, Q.C.; *M. Muir Mackenzie.* SOLICITORS, *Chester & Co.*; *Whites & Co.*, for *Press, Inskip, & Press*, Bristol.

[Reported by P. M. FRANCKE, Barrister-at-Law.]

***Re* SIMS, *Ex parte* SHEFFIELD *v.* PRINCE.** Vaughan Williams, J. 16th Nov., 1st Dec.

BANKRUPTCY—AVOIDANCE OF VOLUNTARY SETTLEMENT—RIGHT OF SETTLEMENT TRUSTEES TO SURPLUS OF SETTLED PROPERTY AFTER PAYMENT OF DEBTS IN FULL—BANKRUPTCY ACT, 1883 (46 & 47 VICT. c. 52), s. 47 (1).

This was a motion by the trustee in the bankruptcy to set aside a voluntary settlement made by the bankrupt within two years of his bankruptcy. The trustees of the settlement opposed, on the ground that the settled property far exceeded the amount of the debts, and that the settlement held good as to the surplus. The debtor appeared by counsel, and urged that the settlement was void *in toto*, and that the surplus ought to revert to the debtor. The trustees of the settlement offered to pay into court sufficient to pay the debts, but the trustee in bankruptcy insisted on his right to an order setting aside the settlement.

VAUGHAN WILLIAMS, J., delivered a considered judgment on the 1st of December, holding that the trustee in bankruptcy was entitled to have the settlement declared void as against him, but that such avoidance would only operate so far as was necessary for the payment of the debts, and

that the surplus would revert to the trustees of the settlement. His lordship declared the settlement void as against the trustee in bankruptcy and ordered the settlement trustees to hand over the settled property to the trustee in bankruptcy without prejudice to their right to apply for the surplus. He further directed the trustee in bankruptcy not to realize the settled property until the total of the debts and costs had been ascertained, and to give notice to the settlement trustees of their amount.—COUNSEL, *Herbert Reed*, Q.C., and *Ashton Cross*; *Ribton*; *Muir Mackenzie*. SOLICITORS, *Rogers, Hartley, & Bastard*; *H. Stanley-Jones*; *Prince & Co.*

[Reported by P. M. FRANCKE, Barrister-at-Law.]

Solicitors' Cases.

Re **HANBURY, WHITTING, & CO.** Stirling, J. 4th Dec.

SOLICITOR AND CLIENT—RECEIPT FOR DOCUMENTS IN HANDS OF SOLICITOR—EXTENT OF SOLICITOR'S LIEN—UNDERTAKING TO RETURN DOCUMENTS.

This was a motion on behalf of Mr. E. O. Hanbury, a former client of the respondents, asking for the delivery up of certain papers belonging to him on which the respondents claimed a lien. The usual order for taxation had been made on the 15th of September, 1896. The respondents upon that delivered certain bills of costs showing a balance of £9 15s. 6d. due to them. An application was then made to them for the papers in their possession. On the 17th of November the respondents wrote to their client's new solicitor, Mr. G. B. Crook: "It appears to us you have to send us the balance on the account. On receipt of this we will have the documents and papers in our possession belonging to Mr. E. O. Hanbury looked up and handed to you in due course and with all reasonable dispatch. We presume you will desire to have a schedule of them, and as the papers we have are numerous and in different parts of the office, it will inevitably take some time to get them ready." On the 16th of November Mr. Crook replied, enclosing a cheque for £9 15s. 6d. and stating that he did not desire a schedule, and that at any rate he would like certain papers which he specified sent to him at once. On the 17th of November the respondents wrote back: "We have to acknowledge your letter of the 16th of November enclosing your cheque for £9 15s. 6d. in respect of our account with Mr. E. O. Hanbury, but stating that it is not 'as a balance of the account or in settlement of it, but as an account claimed by you before handing over the papers.' Having regard to this statement we must decline to accept the cheque, and herewith return it. As stated in our last letter, the balance of the account has to be settled before handing over any papers." Upon this the present motion was brought. The various points raised on behalf of the respondents are sufficiently dealt with in the judgment.

STIRLING, J.—Having regard to the letter of the 17th of November, I think that the solicitors took up a wrong ground. The present solicitor made an offer under protest and sent a cheque. The technical objection has been raised that the balance was not paid in cash, but it seems to me that they were wrong in refusing to take the cheque. Now, the question is, What is the jurisdiction which the court exercises in such matters? From the rule laid down by Chitty, J., in *Re Galland* (34 W. R. 158, 31 C. D. 296) it is clear that it is a matter of discretion. Now, the solicitors say that, subject to a schedule being made, they are willing to hand over the documents in question, but that the present solicitor has refused a schedule before the motion, and they claim that a schedule should be made. I think that there was an offer of a schedule for the use of the new solicitor, and he declined it. It seems to me that all the old solicitors are entitled to is to have a list prepared of the documents handed over, and a proper receipt for the same, so that if any question subsequently arises they may be protected. I think such a receipt has never been refused. They next ask for an undertaking by the client and his new solicitor to return the papers in the event of anything being found due upon taxation to them from the client. With regard to this I will follow the order made by Lord Westbury in *Re Bevan & Whitting* (13 W. R. Dig. 85, 33 Beav. 437), which is referred to in *Re Faithfull* (16 W. R. Dig. 12, 6 Eq. 328), and hold that the undertaking ought to be given. The next claim is that the solicitors are entitled to a lien for the costs of certain proceedings in the Queen's Bench Division, the object of which was to obtain the release of Mr. Hanbury from detention. The solicitors opposed those proceedings, and the question is, Can those costs be included in their lien? It seems to me they cannot. Those costs were not due to them as the advisers of their client, but were incurred in resisting a claim by the client to be released. The law as to the extent of a solicitor's lien has been laid down by the Court of Appeal in the recent case of *Re Taylor* (39 W. R. 417; 1891, 1 Ch. 590), and I think that the claim fails so far as it affects those costs. Then a claim was made at the bar that a sum should be paid into court to answer the costs of taxation. I think they are entitled to that, and I order £100 to be paid into court to answer those costs. Lastly, as to the costs of this motion, I think these have been incurred by reason of the wrong position taken up by the solicitors, and I will follow the example of Lord Romilly in *Bevan* v. *Whitting*, and direct that those costs shall be paid by the solicitors.—COUNSEL, *Graham Hastings*, Q.C., and *Carson*; *Buckley* Q.C., and *Methold*. SOLICITORS, *G. B. Crook*; *Hanbury, Whitting, & Nicholson*.

[Reported by J. L. STIRLING, Barrister-at-Law.]

Re **McMURDO, PENFIELD** *v.* **McMURDO.** North, J. 9th Dec.

PRACTICE—BILL OF COSTS—INTEREST—ADMINISTRATION ACTION.

Motion by solicitors that they might be allowed interest on their bill of costs. The solicitors had done work for the testator and were solicitors to the executrix, the defendant in the action. The administration order was made on the 25th of July, 1889. The estate was insolvent, and in the course of the proceedings the question having arisen as to whom the solicitors should deliver their bill of costs, the chief clerk with the consent of all parties directed them to deliver it to the solicitor of the plaintiff who had the conduct of the proceedings. The bill was so delivered, and had been taxed. The contention for the solicitors was based on rule 7 of the General Orders made under the Solicitors' Remuneration Act, 1881, which says (*inter alia*): "A solicitor may charge interest . . . on his disbursements and costs . . . from the expiration of one month from demand by the client. And in cases where the same are payable by an infant or out of a fund not presently available such demand may be made on the parent or guardian or the trustee or other person liable."

NORTH, J., held that ordinarily delivery of the bill constituted a sufficient demand within the meaning of the rule. In the present case the testator was liable, but the person liable for debts of the testator is the executrix, and the executrix came within the meaning of the words "or other person liable" in rule 7. The executrix was not less liable to pay because there was an administration suit. The solicitors were not entitled to interest because the bill although delivered was not delivered to the person liable, and delivery was not made in such a way as to amount to a demand on the person liable.—COUNSEL, *Swinfen Eady*, Q.C., and *Eustace Smith*; *Eastwick*. SOLICITORS, *Hurford & Taylor*; *E. F. B. Harston*.

[Reported by R. SILLEM, Barrister-at-Law.]

LAW SOCIETIES.

THE INCORPORATED LAW SOCIETY OF LIVERPOOL.

The sixty-ninth annual general meeting of this society was held on the 25th ult., the president (Mr. John Lawrence) in the chair.

The notice convening the meeting, together with the annual report of the committee and the honorary treasurer's accounts, having been taken as read,

The PRESIDENT delivered an address, in the course of which he said: At the outset let me congratulate the members on the prosperity of the society, and the undoubted influence which it possesses. The society has now been in existence sixty-nine years, and I am glad to say we have again this year increased our numbers, and are within ten of reaching 400 members. We have completely outgrown the accommodation which our present habitation affords, and as you are made aware by the report, we expect to be located in our new premises in Cook-street in the early part of next year. I will not anticipate the congratulatory speeches of those gentlemen who will be your leading officers when the new premises are formally opened, an occasion which distinctly lends itself to a function most dear to the Anglo-Saxon race.

The Judicial Trustees' Act.—An important measure, affecting both the public and the profession, has this year been placed on the statute book. I refer to the Judicial Trustees' Act. Before dealing with its provisions, it may not be out of place to touch upon the legislation of the last few years as affecting trustees. Everything relating to the duties of trustees is of infinite importance to the layman as well as to the lawyer. There are few persons of middle age who escape the duty of being called upon to act as trustees, it may be in respect of family connections, or to discharge the obligations of friendship. Up to a recent date the principles regulating the duties of trustees were for the most part to be gathered from a consideration of the decisions of the judges, who from time to time laid down general rules for their guidance. But although the decisions as to the duties of trustees were the logical application of the doctrine that a trustee was responsible for every breach of trust, however technical, it became evident that the harsh construction placed by the judges on the duty of a trustee was to some extent the result of their failure to appreciate, from a practical standpoint, the difficulties which lay in the path of the person who accepted that office. To take the risk of committing, at some period or another, a judicious breach of trust became almost a necessity, if the trustee endeavoured to do for the family of a deceased friend what he believed the testator would have wished him to do had he been there to direct. I refer particularly to the necessity under which the executor, who generally was also the trustee, laboured in having promptly to realize the estate and to invest the moneys in trustees' securities which, until a few years ago, consisted for the most part of Government securities. The will, no doubt, would provide for investment in some few other modes, but the range was usually very limited. What may be termed judicious breaches of trust were therefore often committed in the investment of money in an unauthorized manner; and if all went smoothly, and the ultimate beneficiaries received their shares, perhaps enhanced in value by the careful management and capacity of the trustee—well, but if any part of the trust became impaired, even if the whole produced a profit, woe to the trustee who had the misfortune to have to account to ungrateful beneficiaries, and that without limit of time. It is unnecessary for me to touch on the many pitfalls which surrounded the path of the trustee, and the difficulties which followed the fact that he was, in most instances, one of two or more trustees, and was frequently held responsible for the acts of his co-trustee. They are known to all of us. However viewed it amounted to this, that a trustee had the burden of another person's estate to bear as well as his own, with all the responsibility of loss attaching thereto, even when exercising the greatest caution. But for a trustee to exercise the same care over the trust property as he would over his own is not always sufficient to free him from responsibility. By the Trustee Act, 1893, amended by the Act of 1894, the law concerning trustees is consolidated and amended. The provisions of these Acts are distinctly favourable to

he relief of honest trustees, and of course it is only of honest trustees that I am speaking. But prior to the passing of these two Acts the Trustee Act of 1888 was passed, which contains provisions whereby a trustee is enabled after the expiration of six years from the time of the committal of a breach trust to plead the Statute of Limitations against any person who would have been entitled to bring an action within that period. Of course the Statute could not be pleaded where fraud is proved against the trustee, and would not begin to run as against the beneficiaries until they came into possession. As this Act affects express trusts it is an important advantage in getting rid of stale demands frequently put forward to the distress and annoyance of trustees who had long before given an account of their stewardship. Just at a time when legislation had operated to make the responsibility of trustees a little less anxious, a Bill was introduced into Parliament, first in the year 1892, and again in the two following years, which provided for the appointment of an official or public trustee. The Bill was from time to time considered by the committee and consistently opposed. In the year 1895, a motion was made in the House of Commons by Col. Howard Vincent for the appointment of a Select Committee to consider the desirability of again introducing the Bill. A great number of expert witnesses were examined, and notably Lord Justice Lindley, who said: "I was brought up in the chambers of Lord Justice Selwyn—a very good equity lawyer, and a first-rate man of business—and he used to impress on his pupils that the only use of a trustee was to commit judicious breaches of trust. A man made a will; twenty-five years afterwards something occurred which the man never dreamt of; but, at present, everybody was tied down by the will, and you could not get out of it. Of course I would not disappoint the objects of the trust. I refer merely to questions of investment, and what ought to be done with the money." Lindley, L.J., further said: "Trustees have been very harshly dealt with by the Chancery Court times out of mind. The only justification of it is that trustees had the protection of the court in questions of administration of trust funds. The Court of Chancery has ridden that doctrine to a degree which in my opinion is oppressive. An official trustee, or anybody else who was not a friend of the family, could not act except upon evidence which meant money. For myself, I should, as a private trustee, act upon facts which a public administrator could not act upon at all. That was the great blot on all official systems." The Select Committee reported to the House, and the outcome of this was that a Bill was introduced into Parliament last session, which has now become law, known as the Judicial Trustees' Act, 1896. The Bill was carefully considered by the committee, and inasmuch as its provisions were not compulsory, and differed therefore in its essential feature from the *Official Trustee* Bill, it was not opposed on principle. Various amendments prepared by the committee were carried by Mr. Warr before the Standing Committee on Law. The Act does not come into operation until the 1st of May, 1897, except as to a certain section, to which I will presently refer. The Act provides that application has to be made to the court by the person creating the trust, or by a trustee or beneficiary, for the appointment of a judicial trustee nominated in the application, and the court may appoint any fit person to be a judicial trustee, to act either jointly with any other person or as a sole trustee, and if sufficient cause is shewn, in place of existing trustees. The important question of rules for carrying out the Act, prescribing, for instance, the remuneration of the judicial trustee, are to be made by the Lord Chancellor, subject to the consent of the authority for making orders under the Solicitors' Remuneration Act, 1881, and are to be laid before Parliament in the usual way. It is reasonably to be expected that solicitors will be considered fit and proper persons to be nominated for appointment by the court to act as judicial trustees, and it is only in the absence of such nomination, or if the court is not satisfied as to fitness, that an official of the court is to be appointed. There is a section in the Act relieving trustees, and its importance induces me to quote the section. Section 3 provides: "If it appear to the court that a trustee, whether appointed under this Act or not, is or may be personally liable for any breach of trust, whether the transaction alleged to be a breach of trust occurred before or after the passing of this Act, but has acted honestly or reasonably, and ought fairly to be excused for the breach of trust and for omitting to obtain the directions of the court in the matter in which he committed such breach, then the court may relieve the trustee either wholly or partly from personal liability for the same." It must not be supposed that this section will bring about a golden age for trustees in giving relief to those who are negligent in the discharge of their duties, but it appears to give to the court the opportunity of relieving trustees in cases where it has hitherto desired to do so but had not the power. It is to be noticed that this section came into operation at the passing of the Act on the 14th of August last.

This leads me to refer in natural order of arrangement of my address to the memorial which the society presented to the Lord Chancellor in favour of the assimilation and extension of trustees' powers of investment.

Trust Investments.—The Trustee Act, 1893, prescribes the investments which trustees may adopt, including the securities permitted by order of the judges for the investment of funds under the control of the Court of Chancery. The last General Order of the judges was made in November, 1888. In many particulars these prescribed investments differ from the statutory investments, and are confusing. For instance, under the Act trustees can only invest in debenture stock of railways in the United Kingdom which for ten years previous to the period of investment have paid 3 per cent. on the ordinary stock, while in the Chancery order it is sufficient if the railway has for the same period paid a dividend on the ordinary stock. Colonial Stocks guaranteed by the Imperial Government are eligible under the Chancery orders, but they are excluded in the Act, and in many other respects it is found highly inconvenient that the statute and the orders should not be assimilated. As affecting our clients in Liverpool it is to be observed that dock and harbour securities are not permitted at all. It has come within the experience of most of us to note how frequently the securities of the Mersey Docks and Harbour Board would be taken up by trustees if this mode of investment were permissible, and how often judicious breaches of trust have been committed in order to do so. To include this form of investment was one of the points which the committee had in view in making the suggestions contained in the memorial. Though the memorial did not go so far, I see no reason why trustees should not be permitted by law to invest in the purchase of chief and ground rents. An opportunity was afforded me in the annual and provincial meeting of the Incorporated Law Society of the U.K., held in Birmingham last month, to bring the question before the meeting, and the resolution in favour of the extension referred to in the report was unanimously passed.

Continuous Sittings in Lancashire.—During the past year the committee has devoted much time and attention to the question of continuous sittings of the High Court of Justice in Lancashire. [The president referred in detail to the steps which had been taken by the committee, and continued:—] A committee of judges was appointed by the Lord Chancellor to consider the question, but we have not been permitted to see the report. As a result, however, it has been officially notified that Mr. Justice Kennedy has been appointed the Lancashire judge for the year to take the four civil assizes at Manchester and Liverpool. So far it would appear that Probate, Divorce, and Admiralty causes are not to be tried out of London, except so far as Probate and Admiralty causes have hitherto been triable at the assizes. In this respect we feel that the commercial and legal bodies of the county have cause for great disappointment, and it is certain that the efforts of Lancashire to obtain these objects will not be relaxed. Meanwhile, half a loaf is better than no bread, and it is to be noted that there will be a separate list, called the "Commercial List," in which commercial causes may be entered. Encouraged by the success of the Commercial Court in London, it is reasonably to be expected that leave will be given for causes entered in this list to be tried without pleadings. One great benefit is certainly gained by the proposed change, namely, that the judge will be enabled to finish the trial of actions without having to sit to unreasonably late hours, in order to hurry back to London. The Lancashire judge will, it appears, still go circuit with his brother judge on the Crown side, and in this respect I would venture to remark that the circuit system, which was sufficient to meet the requirements of the country when it was inaugurated centuries ago, is now quite effete. The complete separation of civil and criminal work is desirable. Ancient usage has made the judges of assize consort together, who now,

> Like ill-assorted man and wife,
> United jar, and yet are loth to part.

To relieve our lady on the civil side from the requirements of her spouse on the Crown side, that she should not leave home except in his company, and at periods according with his stately convenience, we would advocate an early divorce, and failing that, be content with a judicial separation.

Taxation of Costs between Party and Party.—A question as interesting to our clients as it is to ourselves is the question affecting the present mode of taxation of costs between party and party. I have always thought that the taxing-masters were as much reponsible for the failure of the system as that the system itself was defective. The practitioner observes on the taxation of a bill of costs in a successful action that many items are disallowed relating to work which it was absolutely necessary should be done, while the costs of a number of formal steps are allowed which really do little to advance the case. The taxing-master's wand must therefore always have influence in directing the course of a solicitor in the conduct of an action. Even the idiosyncrasies of taxing-masters have to be observed. An appeal to the judge against the decision of a taxing-master is nearly always unsuccessful. The judge relies on the taxing-master, and supports him. I think I am right in holding the opinion that the appointment of barristers as taxing-masters who have had no experience of practical work, is one of the great causes of the failure of the system. And the consideration of questions of costs leads me to comment on the proposals now made that the costs of the successful party in an action shall be taxed as between solicitor and client, and not as between party and party, thereby giving to the successful litigant a larger measure of indemnity against the expenses incurred in the action. We shall all agree to the principle of this proposal and welcome the change; but we understand that the proposition is to be accompanied by a proviso that disallowed items are not to be recoverable against the client, unless after full explanation the client has sanctioned the incurring of the expense. This would place the solicitor in a most difficult position. Even on a taxation between solicitor and client there would, in many cases, be items of cost disallowed. The solicitor would constantly have to be engaged in obtaining his client's authority for this or that expenditure, and for taking this or that step (in many cases almost impossible), and his word would be hindered and his anxieties increased. The question is of infinite concern to the profession, and is now being considered by the committee with a view to secure that in the new rules the right to recover from the client taxed off items of cost shall not be interfered with.

The Land Transfer Bill.—You will probably expect that some reference should be made to the Land Transfer Bill. It was the opinion of the Incorporated Law Society and of the provincial law societies that to construct rather than to obstruct would be the best mode of convincing the Government that the lawyers of England were not averse to changes which would cheapen and simplify the conveyancing business of the country. What they objected to most, in their own interests and in the interests of their clients, was the introducing of a system of registries worked by officials, which, instead of cheapening, would increase the cost

of conveyances, especially in cases of sale of small lots of property, and would impede rather than facilitate the completion of transactions. A Bill was prepared by Mr. Wolstenholme on the instruction of the Incorporated Law Society, and delegates from this society attended a joint conference of the Incorporated and provincial law societies, held in London on the 29th day of November last, when a resolution was passed approving of the Bill. The Government did not in the past session proceed with their Bill, and consequently the Bill of Mr. Wolstenholme was not introduced. The Incorporated Law Society are again considering the advisability of introducing their Bill next session.

In conclusion, gentlemen, there is one thought that occurs to me which I should wish to give expression to. Our profession compels us day by day to have on our lips the year of the reign in which the various statutes have been passed, to which we have occasion to refer. This year the Statute Book records 59 and 60 Victoria. When we mention that number 60, we are reminded that in point of actual time our Most Gracious Sovereign has reigned longer than any of her predecessors. As lawyers, most loyal to our Queen, we rejoice that the number 60 is now statute written. We look back with pride to the many beneficent measures which have been passed during her reign, and our prayer is that long may the name "Victoria" continue to give the index to the statutes of the realm.

It was moved by the president, seconded by the vice-president, and resolved: "That the report of the committee, together with the hon. treasurer's account, be approved and adopted, and that the same be printed and circulated."

It was moved by Mr. A. F. Warr, M.P., seconded by Mr. T. Bellringer and resolved: "That the thanks of the meeting be given to the president for his address, and that the same be printed and circulated as part of the report."

It was moved by Mr. J. H. Kenion, seconded by Mr. F. M. Hull, and resolved: "That the thanks of the Society be given to the officers and members of the committee for their services during the past year."

There were eleven nominated to fill the vacancies upon the committee, and the following were elected for the term of three years next ensuing: Mr. F. H. Baxter, Mr. T. Bellringer, Mr. E. Berry, Mr. J. C. Bromfield, Mr. J. Cameron, Mr. P. Dobell, Mr. J. M. Quiggin, Mr. Radcliffe, W. Smith, and Mr. A. T. Squarey.

SOLICITORS' BENEVOLENT ASSOCIATION.

The usual monthly meeting of the board of directors of this association was held at the Law Institution, Chancery-lane, London, on Dec. 9, Mr. Richard Pennington, J.P., in the chair. The other directors present being: Messrs. H. C. Beddoe, J.P. (Hereford), W. F. Blandy (Reading), W. Beriah Brook, H. Morten Cotton, Samuel Harris (Leicester), John Hunter, J. H. Kays, F. Rowley Parker, Sidney Smith, R. W. Tweedie, F. T. Woolbert, and J. T. Scott (secretary). Mr. Lewis Fry, M.P. (Bristol), was elected as chairman of the board for the ensuing year, and Mr. Henry Morten Cotton (London) as deputy-chairman. A sum of £360 was distributed in grants of relief, seven new members were admitted to the association, and other general business transacted.

UNITED LAW SOCIETY.

7th inst.—Mr. C. W. Williams in the chair.—Messrs. C. Garnett, O. K. Dibb, and J. F. W. Galbraith were elected members of the society. Mr. W. S. Sherrington opened a debate on the motion: "That this house condemns the hostile attitude of many amateurs towards professionalism in sport." Mr. A. W. Marks opposed, and Messrs. S. E. Hubbard, J. W. Weigall, W. F. Symonds, C. Herbert Smith, and C. Kaines-Jackson also addressed the house on the motion. Mr. Sherrington replied, and on a division the motion was lost by one vote.

LAW STUDENTS' JOURNAL.

LAW STUDENTS' SOCIETIES.

Leeds Law Students' Society.—November 24th.—Mr. James Beaumont in the chair.—Mr. G. Glover Alexander, M.A., LL.B., Barrister-at-Law, delivered a lecture on "The Law Relating to Clubs." He pointed out the different kinds of clubs, and explained the law regulating the rights of the members among themselves, and in their dealings with other persons. At the close of the proceedings, votes of thanks were accorded to the lecturer and chairman.

November 30th.—Dr. Chapman, M.A., barrister-at-law, in the chair.—A debate was held upon the following subject:—"A Chinese subject, accused of complicity in a conspiracy to murder the Emperor of China, is enticed into the Chinese Ambassador's house in London. He is tried by the Ambassador and condemned to death and hanged, his body being buried in the backyard of the house. Was the Ambassador acting legally according to international law?" Mr. E. N. Whitley, B.A., LL.B., opened in the affirmative. Mr. F. C. Jackson argued in the negative. The question was eventually decided in the negative by a majority of five.

December 7th.—Mr. E. N. Whitley, B.A., LL.B., in the chair.—The subject for debate was as follows:—"Mr. Kodak takes, without permission, a snap-shot of a lady and a gentleman in a boat under a tree. The gentleman has his arm round the lady's waist. This photograph Mr. Kodak is in the habit of shewing to his bachelor friends who visit him at his chambers. Major Sprightly has for some time past been very suspicious of a certain Mr. Brown, who, he considers, is too attentive to Mrs. Sprightly. A Mr. Smith, in company with Major Sprightly, calls at Mr. Kodak's chambers one evening, and Major Sprightly is introduced to Mr. Kodak. Eventually Mr. Kodak shews his collection of snap-shots, including that of a lady and gentleman in a boat. Major Sprightly recognizes his wife and Mr. Brown, and Mrs. Sprightly, when charged, has to admit that she has carried on a foolish, but innocent, flirtation with Mr. Brown. Major Sprightly declines to cohabit any longer with his wife. Has Mrs. Sprightly a right of action against Mr. Kodak?" Mr. A. E. Masser opened in the affirmative, and Mr. H. Stephenson in the negative. An interesting discussion was continued by Messrs. Jackson, Bowling, Clegg, Hutley, and Snowden, and, a vote being taken, there was a majority for the negative.

LEGAL NEWS.

APPOINTMENTS.

Mr. George Edward Hillbary, solicitor, has been elected Coroner for the Borough of West Ham.

Mr. Edward Dicey, C.B., Mr. Thomas Terrell, Q.C., and Mr. William Tyndall Barnard have been elected Benchers of the Honourable Society of Gray's-inn.

Mr. E. Tindal Atkinson, Q.C., has been appointed Recorder of Leeds, in place of Mr. John E. Barker, Q.C., resigned.

CHANGES IN PARTNERSHIPS.

Dissolutions.

Alfred Thomas Hare and Henry Baldwin Raven, solicitors, 139, Temple-chambers, Whitefriars, London (Hare & Co.). Dec. 1. In future such business will be carried on by the said Alfred Thomas Hare under the same style or firm in co-partnership with his father Evan Hare.

Henry Gibson and Herbert William Gibson, solicitors, Chipping Ongar (H. & H. W. Gibson). Nov. 27. The said Henry Gibson will continue to carry on the business in partnership with Cyril Bond, of Chipping Ongar aforesaid, solicitor, under the style or firm of Gibson & Bond.

Alexander Molesworth and Robert Dawson Mattley, solicitors, Rochdale (Molesworth & Mattley). Nov. 16. [*Gazette*, Dec. 8.

GENERAL.

*** By an error of the press in our article on "County Court Jurisdiction and Practice," at p. 78, section 118 of the County Courts Act, 1888, is referred to as section 18.

It is stated that Mr. Justice Chitty, as senior judge, convened a meeting of the judges of the Chancery Division for Thursday last, in his private room at the Law Courts, when the *rota* for the Hilary Sittings was to be settled and other business transacted.

A correspondent informs the *Times* that the meeting of judges of the Queen's Bench Division on Saturday last had under consideration a communication from the Lord Chancellor relating to the question of compulsory summonses for directions in actions.

At the annual concert held on the 23rd ult. in aid of the Royal Courts of Justice Staff Sick and Provident Fund, Sir Richard Webster, Q.C., M.P., A.G., took the chair, and Mr. Francis A. Stringer the vice-chair; the result being that the concert committee were enabled to hand over to the credit of the fund the sum of £119 17s. 9d. The treasurer and benchers of the Inner Temple kindly sent £8 to defray the expenses of the halls.

The members of the Bar practising in the Probate and Divorce Division will entertain Mr. Bargrave Deane, Q.C., at a complimentary dinner at the Café Royal on Saturday, the 12th inst., in celebration of his recent appointment as one of her Majesty's Counsel.

The fourth annual dinner of the Solicitors' Managing Clerks' Association will take place at the Holborn Restaurant on Thursday, the 17th inst. Among those who have accepted invitations to be present are Sir Francis Jeune, Mr. Justice Romer, Mr. Justice Lawrance, Sir W. W. Karslake, Q.C., Mr. Cozens-Hardy, Q.C., M.P., Mr. Warmington, Q.C., and Mr. Birrell, Q.C., M.P.

The following are the circuits chosen by the judges of the Queen's Bench Division for the ensuing Winter Assizes, viz.:—North-Eastern Circuit, the Lord Chief Justice and Mr. Justice Bruce; Midland Circuit, Mr. Baron Pollock and Mr. Justice Charles; Home Circuit, Mr. Justice Mathew; South-Eastern Circuit, Mr. Justice Cave; Oxford Circuit, Mr. Justice Day and Mr. Justice Wright; North Wales Circuit, Mr. Justice Grantham; South Wales Circuit, Mr. Justice Lawrance; Western Circuit, Mr. Justice Williams; Northern Circuit, Mr. Justice Collins and Mr. Justice Kennedy.

A correspondent says that "one of the guests last week at the Incorporated Law Society's dinner was Mr. W. H. Cousins, C.B., one of the secretaries to the Board of Inland Revenue. After a very successful career of over forty-three years he is about to retire from the Civil Service. It will be remembered that as far back as 1871 he was editor of the *Law List*, Controller of Stamps and Registrar of Joint-Stock Companies, and the profession are indebted to him for the concentration of judicature fee stamps and their sale at the Law Courts. He has been an exceptionally able public servant, and has deserved well of the Government."

At a meeting of the Harwicke Society, held last week, the debate was

opened by Mr. C. Cavanagh, of the Middle Temple, who moved, "That it is to the interest of the bar and of the public that the benchers of each several inns of court should in future be elected by the suffrages of the respective barristers belonging to such inn." Mr. Crump, Q.C., supported the resolution. Mr. Candy, Q.C., opposed the resolution, and said that the actual administration of the inns of court was carried on by men who did represent, although not by popular suffrage, the sentiments of the men with whom they were in daily contact. An animated debate followed, and, in his reply, Mr. Cavanagh insisted most strongly on the importance of accounts being rendered by the benchers. The resolution was carried by a large majority.

An incident of some interest arose during the Stafford assizes, says the *Times* reporter, with regard to a prisoner's bail. William Cohen, of Hanley, who had been released on bail, failed to appear to answer three charges of indecency. His brother, Maurice Cohen, a Lancashire tradesman, and a Mr. Bates each became surety for him in the sum of £100. It was stated that the accused had absconded to South Africa, and on the first day of the assizes the learned commissioner read a letter which he said had been received by the clerk of assize (Mr. J. L. Matthews) from Mr. M. Cohen's solicitors intimating that the accused would probably not be present and that upon application to them the £200 would be forthcoming, in which case it would be unnecessary for the sureties to attend. The commissioner said the matter could not be disposed of in that way, and directed that both sureties should be summoned to attend. Two days afterwards Mr. M. Cohen was in court, and stated that his brother absconded without his knowledge, and he himself would have to pay the £200. The commissioner directed that the recognizances of the accused and his two sureties should be estreated. Mr. Cohen appealed to him to remit the bail or a portion of it. The commissioner replied that he had no power to do this, and if he had he would not do it. Bail was now granted very freely, and it was desirable that the benefit should not be abused. If persons could get off because their friends were able to pay the bail, magistrates would be inclined to restrict the privilege, and rich and poor alike would suffer. It was necessary, therefore, to be very strict. The learned commissioner subsequently directed that a magistrate's warrant should be obtained for the arrest of the accused.

We are requested to state that the International Association for Comparative Jurisprudence and Political Economy of Berlin offers a prize of 1,600 marks (equal to about £80) for the best essay on the following subject: "A comparative survey of the principles which prevail in the colonies of the more important countries as to the acquisition and colonization of land by settlers, and of the economical results of such principles." The competition is subject to the following conditions: 1. Competitors must send in their respective essays to the honorary secretary of the association, Kammergerichtsrat, Dr. Kronecker, 241, Kurfürstendamm, Berlin, W., so as to reach him before the 1st of April, 1898. 2. The treatises must be written in German, French, or English, and Roman characters must be used for the German MS. It is highly desirable that the MS. sent by competitors should be typewritten. 3. The essays must not disclose the name of the author, but must be marked with a motto, and a sealed envelope on which the same motto is shewn, and which encloses the author's name and address, must accompany them. 4. The Board of Judges is composed of the following members of the association: (*a*) German members—His Highness Johann Albrecht, Duke of Mecklenburg, president of the German Colonial Society (Potsdam); Dr. Paul Kayser, formerly director of the Colonial Division of the German Foreign Office, now divisional president of the German Imperial Court (Leipzig); Dr. Freiherr Carl von Stengel, professor of law (Munich). (*b*) English member—The Right Honourable James Bryce, D.C.L., M.P., &c., &c. (London). (*c*) French member—Dr. Charles Lyon-Caen, professor of law, Membre de l'Institut (Paris). (*d*) Italian member—Dr. Attilio Brunialti, councillor of State, professor of law (Rome). (*e*) Dutch member—Dr. P. A. van der Lith, professor of law, rector of the University (Leiden). (*f*) Austro-Hungarian member—Dr. Eugen Phillippovich Edler von Phillipsberg, professor of political science (Vienna). (*g*) Russian member—Dr. Fedor Fedorovic von Martens, professor of law, membre de l'Institut (St. Petersburg). (*h*) Spanish member—Marquis de Dalmau de Olivart, late professor of law (Barcelona). (*i*) American member—Mr. William James Ashley, professor of political science in the Harvard University (Cambridge, U.S.A.). If one of the judges should cease to act before the adjudication of the prize, the other judges have power to appoint a substitute if necessary. The Board of Judges will decide as to their rules of procedure. The award will, if possible, be published before the 1st of April, 1899. The prize may be divided between several competitors if their essays appear to be substantially equal in merit. The International Association will publish the essay or essays to which the prize will be awarded. If any competing essay, or any part thereof shall be published before the award shall be made, such essay will cease to be included in the competition, and will not be reported on by the judges. The Board of Judges will not open any of the envelopes accompanying the MS. except such envelope or envelopes as shall accompany the successful essay or essays. The unsuccessful MSS. must be claimed by their authors within a year of the publication of the award, failing which they will become the property of the International Association for Comparative Jurisprudence and Political Economy, who, in such event, may, in their discretion, publish the same without the author's name, or cause the same to be destroyed. In the event of any MS. being claimed by any person whose right thereto cannot be established by other means, the envelope accompanying such MS. may be opened by any person appointed in that behalf by the said society. Competitors may, when forwarding their MS. for competition, indicate an address to which it is to be returned at the proper time. The copyright in the successful essay or essays, and more particularly the exclusive right to publish the same or any translation thereof, shall, on payment of the prize, become vested in the International Association for Comparative Jurisprudence and Political Economy of Berlin.

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	Appeal Court No. 2.	Mr. Justice Chitty.	Mr. Justice North.
Monday, Dec.14	Mr. Pugh	Mr. Leach	Mr. Clowes
Tuesday 15	Beal	Godfrey	Jackson
Wednesday 16	Pugh	Leach	Clowes
Thursday 17	Beal	Godfrey	Jackson
Friday 18	Pugh	Leach	Clowes
Saturday 19	Beal	Godfrey	Jackson

	Mr. Justice Stirling.	Mr. Justice Kekewich.	Mr. Justice Romer.
Monday, Dec.14	Mr. Lavie	Mr. Farmer	Mr. Pemberton
Tuesday 15	Carrington	Bolt	Ward
Wednesday 16	Lavie	Farmer	Pemberton
Thursday 17	Carrington	Bolt	Ward
Friday 18	Lavie	Farmer	Pemberton
Saturday 19	Carrington	Bolt	Ward

THE PROPERTY MART.

SALES OF ENSUING WEEK.

Dec. 17.—Messrs. H. E. FOSTER & CRANFIELD, at the Mart, at 2 p.m.—

Solicitor, H. Stanley-Jones, London.

REVERSIONARY RENT-CHARGE:
Of £2,000 per annum, secured upon Estates in Ireland, receivable during life of gentleman aged 23, on decease of a nobleman aged 61, with policies.

REVERSIONARY LIFE INTEREST:
Of gentleman aged 31, on death of father aged 60, secured upon Estates in Devon &c., of the estimated value of £190,000, subject to conditions.

LIFE INTEREST AND REVERSION:
To £14,000 in Railway Stocks and Consols; lady aged 65.

REVERSIONS:
To £2,000, secured upon a Trust Fund; lady aged 66.
To one-seventh of £12,000 India Three-and-a-Half per Cent. Stock, receivable on decease of two ladies aged 70 and 44. Solicitors, Messrs. Long & Gardiner, London.
To £295 Consols, receivable on decease of gentleman aged 85. Solicitors, Douglas-Norman & Co., London.
To one-third of Trust Estate at Croydon, producing over £400 per annum; and £3,700 Consols, receivable on decease of lady aged 59. Solicitor, Sharon G. Turner, London.
To one-ninth of £15,900 in Colonial Stock receivable on decease of gentleman aged 74, provided lady aged 48 survives him, with policy. Solicitors, Richards, Sons, & Nightingale, London.
To one-third of £1,986 5s. 2d. in Consols; lady aged 67. Solicitor, G. A. King, London.
To £2,037 Consols, gentleman aged 85, with policy, &c. Solicitors, Hollams, Son, Coward, & Hawksley, London.

GOVERNMENT ANNUITY:
Of £47 during life of lady aged 30, with policy. Solicitor, H. Stanley-Jones, London.

MORTGAGE DEBT:
Of £1,700 secured upon properties at West Ham. Solicitors, N. Reeves & Sons, London.

POLICIES OF ASSURANCE:
For £3,000, £1,000, and £250 in leading offices. Solicitors, Eastwood, Wigan, & Chatsperowne, and Wetherfield, Son, & Baines, both of London.

STOCK:
Cheltenham Gas Co. Solicitors, Wetherfield, Son, & Baines, London.

SHARES in various Companies.

See advertisements, this week, back page.

WINDING UP NOTICES.

London Gazette.—FRIDAY, Dec. 4.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

ENGLISH PUBLISHING CO, LIMITED—By order of Vaughan Williams, J., dated Sept 4, Mr Charles James March, 3, Church ct, Old Jewry, has been appointed liquidator

HANS PLACE HOTEL CO, LIMITED—Creditors are required, on or before Dec 23, to send their names and addresses, and particulars of their claims, to Herbert Bennett and Edward Rawlings, 16, Victoria st, Westminster

NEW PURCHASE AND IMPROVEMENT CO, LIMITED—Creditors are required, on or before Jan 15, to send their names and addresses, and particulars of their debts or claims, to Walter Francis Mills, 37, Walbrook

PHONOPORE CO, LIMITED—Creditors are required, on or before Jan 15, to send their names and addresses, and the particulars of their debts or claims, to Mr. Charles Isaac, 85, Queen Victoria st. Burton & Co, 23, Surrey st, solors for liquidator

WATERBURY WATCH SALES CO, LIMITED—Creditors are required, on or before Jan 15, to send their names and addresses, and particulars of their debts or claims, to Mr. Sidney Cronk, 44, Lombard st. Burton & Co, 23, Surrey st, solor for liquidator

UNLIMITED IN CHANCERY.

ST. HELENA HOME FOR TRAINED NURSES AND PAYING PATIENTS—Creditors are required, on or before Jan 10, to send their names and addresses, and particulars of their debts or claims, to Henry Crewdson Howard, 17, Coleman st

London Gazette.—TUESDAY, Dec. 8.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

AMAN'S MIDDLEWICH SALT WORKS, LIMITED—Petn for winding up, presented Dec 7, directed to be heard before Vaughan Williams, J., on Saturday, Dec 19. Hudson & Co, 32, Queen Victoria st, solors for petn. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Dec 18

AURIFEROUS PROPERTIES, LIMITED—Petn for winding up, presented Dec 4, directed to be heard on Dec 19. Mayo & Co, 10, Drapers' gdns, Throgmorton avenue, solors for petners Notice of appearing must reach the abovenamed not later than 6 o'clock in the afternoon of Dec 18

BALAGHAT MYSORE MINES, LIMITED—Creditors are required, on or before Jan 19, to send their names and addresses, and particulars of their debts or claims, to Isaac Crocker, 6, Queen st pl. Francis & Johnson, Austin-friars, solors for liquidator

DREDGING CORPORATION, LIMITED—Creditors are required, on or before Jan 20, to send their names and addresses, and particulars of their debts or claims, to G. H. Chantrey, 57, Moorgate st. Beyfus & Beyfus, Lincoln's inn, solors for liquidator

FRENCH AND AMERICAN WHITE LEAD SYNDICATE, LIMITED—Creditors are required, on or before Jan 18, to send their names and addresses, and particulars of their debts or claims, to Benjamin Newstead, 3, Church passage, Guildhall. Thompson & Co, West st, solors for liquidator

GOLD REEFS OF WESTERN AUSTRALIA, LIMITED—Petn for winding up, presented Nov 23, directed to be heard Dec 7. Campion & Simmons, 91, Queen st, solors for petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Dec 12

NATIONAL SKATING PALACE, LIMITED—Petn for winding up, presented Dec 5, directed to be heard Dec 19. H. L. Smiles, 79½, Gracechurch st. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Dec 18

PARTAGAS & Co, LIMITED—Creditors are required, on or before Jan 18, to send their names and addresses, and particulars of their debts or claims, to Charles Leo Nichols, 1, Queen Victoria st. Andrew & Co, Gt James st, solors for liquidator

RAINBOW ENGINEERING CO, LIMITED (IN LIQUIDATION)—Creditors are required, on or before Jan 9, to send their names and addresses, and the particulars of their debts or claims, to C. H. Rosher, 30, Victoria st, Westminster

REPORTS CO, LIMITED—Creditors are required, on or before Dec 28, to send their names and addresses, and the particulars of their debts or claims, to George Ashdown, 56, Gresham st

WAITEKAURI CENTRAL GOLD MINE, LIMITED—Creditors are required, on or before Jan 19, to send their names and addresses, and the particulars of their debts or claims, to Mr. Edward William Fellgate, 64, New Broad st. Francis & Johnson, Austinfriars, solors for liquidator

UNLIMITED IN CHANCERY.

FIRST BARROW AND DISTRICT ECONOMIC BUILDING SOCIETY—Creditors are required, on or before Jan 4, to send their names and addresses, and particulars of their debts or claims, to James Jonathan Waddington, 10, Hartington st, Barrow in Furness. Townsend, Barrow in Furness, solor to trustee

FRIENDLY SOCIETIES DISSOLVED.

LAMBTON COLLIERIES ASSOCIATION, Littletown Colliery, Durham Nov 25

NORTH CADBURY AND COMPTON UNITED FRIENDLY SOCIETY, Reading Room, North Cadbury, Bath, Somerset Nov 25

PRIDE OF ROSSENDALE LODGE OF DRUIDS FRIENDLY SOCIETY, Buck Inn, Bacup, Lancaster Nov 18

SUSPENDED FOR THREE MONTHS.

BURIAL SOCIETY, Pack Horse Inn, Market pl, Stockport, Chester Dec 4

CREDITORS' NOTICES.
UNDER 22 & 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

London Gazette—FRIDAY, Nov. 27.

ADAMS, WILLIAM ALEXANDER, Hereford Dec 24 Dent & Adams, Wolverhampton

BOTLY, ELIZA, Peterborough Jan 1 Horsley & Weightman, Guildhall chmbrs

BOUGH, JAMES, Worcester, Machinist Jan 5 Powell, Upton upon Severn

BROWN, RICHARD, Wentnor, Salop Feb 25 Marston & Sons, Ludlow

BUTCHER, JOSEPH, Chesham, Bucks, Banker Jan 1 Cheese, Pall mall

CHRISTIAN, ELIZABETH FISHER, Clapham Jan 5 Stock, Queen Victoria st

CORNISH, EVERILDA ANSTEY, Weston super Mare Jan 24 Baker & Co, Weston supe Mare

CROOK, HENRY, Calne, Wilts Feb 1 Keary & Stokes, Chippenham

DYER, FREDERICK SWINNERTON, Bournemouth Dec 31 Kate C Swinnerton Dyer, Bournemouth

EWART, JOHN, Kennington lane Dec 31 Green & Co, Coleman st

FORESTIER-WALKER, Sir GEORGE FERDINAND RADSIVILL, Castleton, Mon, Bart Dec 23 Carlisle & Co, New sq, Lincoln's inn

HARRISON, SARAH, Colwell, Northumbrld Dec 31 Cooper & Goodger, Newcastle upon Tyne

HARRISON, WILLIAM, Colwell, Northumberland Dec 21 Cooper & Goodger, Newcastle upon Tyne

HOLAH, WILLIAM, Birmingham Dec 23 Maples & Co, Frederick's pl, Old Jewry

HOLMES, MARGARET, Huntingdon Dec 28 Hunnybun & Sons, Huntingdon

JONES, HENRY, Finsbury Park Jan 1 Webb, St Helen's pl

KELLETT, MARK, Bradford, York, Ironmoulder Dec 31 Gaunt & Co, Bradford

KENNARD, HOWARD JOHN, Hyde Pk ter Dec 31 Carlisle & Co, New sq, Lincoln's inn

KEMP, MARY, Nottingham Dec 26 Mair & Blunt, Macclesfield

LAMACRAFT, NICHOLAS, Exeter Dec 25 Brutton, Exeter

LAURENCE, JOHN ZACHARIAH, Strand, Solicitor Dec 27 Paice & Cross, Furnval's inn

LONGBOTTOM, JAMES, Bradley, nr Huddersfield Dec 15 Furniss, Brighouse

LUSCOMBE, LAURA, Merton Park, Surrey Dec 28 White, Southampton st, Bloomsbury

MARSHALL, JOHN, Orpington, Kent, Licensed Victualler Jan 6 Barraud & Jupp, St Mildred's ct

MEAKIN, RICHARD, Coreley, Salop Dec 31 Lashford Cave, Bromyard

MERRY, GEORGE, Sydney, New South Wales, Gold Miner June 1 Bell & Co, Gt Trinity lane

ORGILL-LEMAN, THOMAS, and EMILY ANTONIA ORGILL-LEMAN, Brampton, Essex Dec 12 Meyler & Sheppard, Taunton

PARROTT, ROBERT BENSON, Poole, Dorset Dec 19 Druces & Attlee, Billiter sq

PLATT, FRANCES SARAH, Shrewsbury Jan 4 Sale & Co, Manchester

POTTS, PETER, Sale, Chester Dec 31 Marriott & Co, Manchester

PRIOR, ELLEN, Yeovil March 1 Knight, Grange over Sands, Lancs

PROSSER, WILLIAM, Gowerton, Glam Dec 4 Viner & Co, Swansea

SHIELD, ROBERT SPENCER, Scarborough Dec 31 Watts & Co, Scarborough

SKOUT, ARTHUR JAMES, Connaught st, Hyde Park Jan 1 Christmas, Bloomsbury sq

STAFFORD, JOHN, Newcastle upon Tyne, Agent Dec 31 Cooper & Goodger, Newcastle upon Tyne

STONE, CHARLES HENRY, Salford, Lancs, Jeweller Dec 24 Chorlton & Co, Manchester

WHITE, SUSANNA MARIA, Cheltenham, Ladies Outfitter Dec 31 Ley & Co, Cheltenham

London Gazette.—TUESDAY, Dec. 1.

BAKER, JOHN, Ditchingham, Norfolk Jan 1 Hardisty & Co, Gt Marlborough st

BURKILL, HENRY, Winteringham, Lincoln Jan 18 Goy & Cross, Barton on Humber

DAY, JOHN ANSELL, Uckfield, Sussex Jan 15 Ingram & Co, Lincoln's inn fields

ECKERSLEY, GEORGIANA GRACE, Denby, Derby Jan 26 Thorpe & Perry, Nottingham

EDENSOR, JOHN, Bexley Heath, Kent Dec 31 Wilson & Son, Basinghall st

GIBBS, WILLIAM, Hemyock, Devon, Licensed Hawker Jan 1 Booker, Wellington

HEAVEN, HARRIETT, Cheltenham Dec 25 A G & N G Heaven, Bristol

HEAVEN, HESTER SOPHIA, Cheltenham Dec 25 A G & N G Heaven, Bristol

HOOPER, JOSEPH, Newport, Mon Dec 31 Jones, Newport

ISAACS, BARNARD, South Hampstead, Financier Jan 1 Graham-Emanuel, Portland house, Guildhall

JENKINS, HENRY, Bayswater Jan 1 Peters & Bolton, Guildhall chmbrs

JOHNSON, WILLIAM EDWARD, Hockley, Birmingham Jan 1 Davis, Birmingham

JONES, RICHARD, Rhyl, Flint, Grocer Jan 9 Pierce-Lewis, Rhyl

JONES, ROBERT BARROW, Whitchurch, Salop, Printer Jan 4 Etches & Lee, Whitchurch, Salop

LEMAN, FRANCES HENRIETTA FLORA ELIZA, Skirbeck, Lincoln Jan 1 Jebb & Son, Boston

MOORE, JAMES, Atworth, Wilts Feb 1 Keary & Stokes, Chippenham

NICHOLLS, CHARLES JARVIS, Sundridge, Kent, Decorator Jan 1 Carnell & Son, Sevenoaks

NICHOLLS, MARY MARIA, Chippenham, Wilts Feb 1 Keary & Stokes, Chippenham

OAKES, MARY ELIZABETH, Umballa, India Jan 25 Burton & Co, Surrey st

ORRELL, JAMES, Darwen, Lancs, Contractor Dec 12 Hindle, Darwen

PACKE, CHARLES, Leicester Jan 1 Lawson, Lincoln's inn fields

PARDON, JOHN, Maida Vale Dec 21 Wilson & Son, Basinghall st

PARKER, REGINALD AMPHLETT, Hampstead Dec 31 Sharpe, New ct

PARKER, THOMAS, Beighton, Derby Jan 1 Alderson & Co, Sheffield

PRIDE, JOHN EDMOND, Tunbridge Wells Dec 31 Pratt & Trowell, Tunbridge Wells

PROCTOR, ELIZA JANE, Weybridge, Surrey Jan 1 Bloxam & Co, Lincoln's inn fields

RAWLINGS, JAMES, Paignton, Devon, Photographer Dec 31 Lindop, Torquay

SANDERS, WILLIAM, Grimsbury, Northamptons Dec 31 Bennett, Banbury

SHELDON, EDWARD, St John's Wood Pk Dec 31 Parker & Co, St Michael's Rectory Cornhill

SINGTON, FRANCES, Westbourne cresnt, Hyde Park Dec 31 A & G W Fox, Manchester

SLATER, WILLIAM, Holmes, nr Bolton Dec 31 Holden & Holden, Bolton

STREET, WILLIAM STAFFORD, Sydenham Jan 18 Herman, Bartholomew close

TANNER, THOMAS, Burley, Southampton, Farmer Dec 26 Davy & Jackson, Ringwood

WATTS, FREDERICK WILLIAM, Watford, Herts Jan 28 Sismey & Sismey, Serjeants' inn, Fleet st

WILKINSON, ISABELLA, Stockton on Tees Jan 9 Faber & Co, Stockton on Tees

BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, Dec. 4.

RECEIVING ORDERS.

BARBER, CHARLES WADE, Sheffield Sheffield Pet Nov 30 Ord Nov 30

BENNETT, ARTHUR GITTENS, Eastcheap, Clerk High Court Pet Nov 12 Ord Dec 1

BEWLEY, THOMAS EDWARD, Broxbourne, Herts, Miller Hertford Pet Dec 1 Ord Dec 1

BURNHAM, THOMAS, Nottingham Nottingham Pet Dec 1 Ord Dec 1

BUSWELL, GEORGE, Leicester Northampton Pet Dec 1 Ord Dec 1

CADORN, JOHN HORACE, Sheffield, Grocer Sheffield Pet Dec 1 Ord Dec 1

DAVIES, OWEN ELLIS, Llanberis, Farmer Bangor Pet Dec 2 Ord Dec 2

EVANS, JAMES, Croesgoch, Pembroke, Licensed Victualler Pembroke Dock Pet Dec 1 Ord Dec 1

FRASER, JAMES JOHNSON, Leicester, Veterinary Surgeon Leicester Pet Dec 1 Ord Dec 1

GLOVER, WILLIAM HEBBERT, Southport, Stockbroker Liverpool Pet Oct 31 Ord Dec 1

GREGORY, FRANCIS, Birmingham, Bootmaker Birmingham Pet Dec 1 Ord Dec 1

HOLMES, JAMES, Newcastle on Tyne, Cab Proprietor Newcastle on Tyne Pet Dec 1 Ord Dec 1

HOUGH, SYDNEY WOOLFE, Clifton Junction, Lancs, Commercial Traveller Salford Pet Nov 30 Ord Nov 30

HUTCHINSON, WILLIAM, Filey, Yorks, Tailor Scarborough Pet Nov 30 Ord Nov 30

KERR, WILLIAM HENRY, Deronda rd, Herne Hill, Chemist High Court Pet Nov 30 Ord Nov 30

LANGFIELD, EMILY, Rhyl, Flints, Confectioner Bangor Pet Nov 30 Ord Nov 30

MATTHEWS, ALFRED, Holloway, Butcher High Court Pet Dec 1 Ord Dec 1

MATTHEWS, FREDERICK, Bristol, Saddler Bristol Pet Dec 2 Ord Dec 2

MOORE, CHARLES E, Gerrard's Cross, Bucks Windsor Pet Oct 30 Ord Nov 28

NORTH, WILLIAM HENRY, Gittisham, Devon Exeter Pet Dec 1 Ord Dec 1

OVERINGTON, HENRY, Worthing, Draper Brighton Pet Nov 30 Ord Nov 30

PARR, ELI, Leigh, Lancs, Grocer Bolton Pet Dec 2 Ord Dec 2

PEARSON, WILLIAM HENRY, Birmingham, Grocer Birmingham Pet Dec 1 Ord Dec 1

PRITCHARD, ROBERT, Llangefni, Baker Bangor Pet Dec 1 Ord Dec 1

RAMSDEN, WILLIAM, Leeds, Commission Agent Leeds Pet Dec 2 Ord Dec 2

REGAN, WILLIAM FREDERICK, Threadneedle st, Estate Agent High Court Pet Oct 10 Ord Dec 2

ROBINSON, G, Stanley, Liverpool, Builder Liverpool Pet Oct 19 Ord Dec 2

SANDON, ROBERT FREDERICK, sen, Gt Russell st, Builder High Court Pet Nov 4 Ord Nov 30

SAUL, WILLIAM, Westmrld, Draper Kendal Pet Nov 30 Ord Nov 30

SHARPE, GEORGE THOMAS, Towcester, Northamptons, Hairdresser Northampton Pet Dec 2 Ord Dec 2

SIMON, ISAAC, Commercial rd, Boot Manufacturer High Court Pet Nov 25 Ord Nov 30

SPEIGHT, ARTHUR, and JOHN SPEIGHT, Leeds, Contractors Leeds Pet Nov 14 Ord Nov 30

TATCHELL, JOHN, Montacute, Somersets, Innkeeper Yeovil Pet Dec 1 Ord Dec 1

TAYLOR, TOM, Bridlington, Tailor Scarborough Pet Nov 30 Ord Nov 30

VAUGHAN, RICHARD, Penrhyndeudraeth, Shoemaker Portmadoc Pet Nov 28 Ord Nov 28
WILCOCK, JOHN, Leeds, Coal Merchant Leeds Pet Nov 28 Ord Nov 28

FIRST MEETINGS.

BATES & STEVENS, Windsor rd, Willesden Green, Builders Dec 11 at 3.30 Bankruptcy bldgs, Carey st
BOULT, THOMAS H, Brixton Dec 11 at 12 Bankruptcy bldgs, Carey st
BRENTNALL, JOSEPH EDMUND, Middlesborough Dec 11 at 3 Off Rec, Bank chmbrs, Batley
CRAWCOUR, SAMUEL, Swansea, Tobacconist Dec 11 at 12 Off Rec, 31, Alexandra rd, Swansea
CRICK, HENRY ARTHUR, Leominster, Baker Dec 14 at 10 4, Corn sq, Leominster
DAGNALL, JESSE, Crawley, Sussex Dec 11 at 3.30 24, Railway appreh, London Bridge
DE BEARN, FRANK HOBSON, Watford, Herts, Gun Merchant Dec 11 at 11 Bankruptcy bldgs, Carey st
DEBOROUGH, HENRY, Sale, Cheshire, Wholesale Jeweller Dec 16 at 3 Off Rec, Byrom st, Manchester
ESTWISTLE, WILLIAM, Hopkinstown, nr Pontypridd, Grocer Dec 14 at 12 65, High st, Merthyr Tydfil
FREETHY, WILLIAM JOHN, St Just in Roseland, Cornwall Farmer Dec 17 at 12 Off Rec, Boscawen st, Truro
GRATTAN, WILLIAM, Leeds, Milk Dealer Dec 15 at 11 Off Rec, 22, Park row, Leeds
GREENWOOD, JOHN WILLIAM, Royton, Lancs Dec 11 at 10 Off Rec, Bank chmbrs, Queen st, Oldham
GUEN, ALFRED, Norwich, Coachbuilder Dec 12 at 12 Off Rec, 8, King st, Norwich
HAMPSHIRE, HENRY, Wakefield Dec 11 at 11 Off Rec, 6, Bond ter, Wakefield
HARTLEY, ARTHUR, West Kensington, Butcher Dec 11 at 9.30 Off Rec, 73, Castle st, Canterbury
HAWKRIDGE, WILLIAM HENRY, Plympton, Devon, Musician Dec 11 at 3.30 10, Athenæum ter, Plymouth
HENDERSON, WILLIAM, Kennington, Horse Dealer Dec 11 at 2.30 Bankruptcy bldgs, Carey st
HEPWORTH, JOSEPH SCHOLES, Leeds, Butcher Dec 14 at 11 Off Rec, 22, Park row, Leeds
HOLMES, WILLIAM, Cockington, Devon, Auctioneer Dec 11 at 12 The Castle of Exeter, at Exeter
HOMERSHAM, OSBORN CHARLES SHOULTON, Gravesend, Kent Dec 14 at 10.30 115, High st, Rochester
JEFFERYS, FRANCIS JOSEPH, Walworth rd, Clothier Dec 11 at 11 Bankruptcy bldgs, Carey st
JEWKES, SAMUEL, West Bromwich, Milkseller Dec 11 at 2 County Court, West Bromwich
JONES, WILLIAM LLEWELLYN, Maesycwmmer, Mon Dec 14 at 11 Off Rec, Gloucester Bank chmbrs, Newport, Mon
KERR, WILLIAM HENRY, Herne Hill, Chemist Dec 14 at 2.30 Bankruptcy bldgs, Carey st
LAURENCE, HERCY WILLIAM, Leominster, Market Gardener Dec 14 at 10 4, Corn sq, Leominster
LEWIS, ARNOLD, Gloucester, Tailor Dec 12 at 11 Off Rec, 45, Copenhagen st, Worcester
LEWIS, THOMAS, Llantrissant, Glam, Draper Dec 11 at 3 65, High st, Merthyr Tydfil
MEAR, SAMUEL, and SAMUEL MEAR, jun, Penzance, Boot Makers Dec 17 at 12.30 Off Rec, Boscawen st, Truro
MUIR, GEORGE, Mutley, Plymouth, Commercial Traveller Dec 11 at 4 10, Athenæum ter, Plymouth
NIBLETT, JAMES, Bishampton, Wheelwright Dec 12 at 11.30 Off Rec, 45, Copenhagen st, Worcester
NORTH, WILLIAM HENRY, Gittisham, Devon Dec 21 at 11 Off Rec, 13, Bedford circus, Exeter
PARR, ELI, Leigh, Lancs, Grocer Dec 15 at 3 16, Wood st Bolton
PRITCHARD, JAMES WILLIAM, Monmouth, Nurseryman Dec 14 at 12 Off Rec, Gloucester Bank chmbrs, Newport, Mon
PRYOR, JOHN PEARCE, Lewes, Ironmonger Dec 14 at 12 17, High st, Lewes
RICKETTS, JAMES, Eardisland, Herefords, Labourer Dec 14 at 10 4, Corn sq, Leominster
RENNIE, GEORGE STEPHENSON, Brighton, Draper Dec 11 at 3 24, Railway app, London Bridge
SCHUMACHER, HUBERT, Battersea, Cab Proprietor Dec 14 at 12 Bankruptcy bldgs, Carey st
SHAND, EDGAR, Putney, Steamboat Owner Dec 11 at 12 Bankruptcy bldgs, Carey st
SIMON, ISAAC, Commercial rd, Boot Manufacturer Dec 14 at 11 Bankruptcy bldgs, Carey st
SPRING, ALFRED ARCHER, Grantham, Tailor Dec 11 at 12 Off Rec, St Peter's Church walk, Nottingham
STOCKDEN, WILLIAM, Barry Dock, Glam, Tobacconist Dec 14 at 12 30 Off Rec, Gloucester Bank chmbrs, Newport, Mon
TAY, FANNY, Bilston, Staffs, Grocer Dec 14 at 11.30 Off Rec, Wolverhampton
THOMPSON, ROBERT, jun, Gateshead, Durham, Coal Merchant Dec 14 at 11.30 Off Rec, 30, Mosley st, Newcastle on Tyne
TOWNEND, JAMES WILLIAM, Leeds, Coal Merchant Dec 15 at 12 Off Rec, 22, Park row, Leeds
WALKER, ALFRED, Tenbury, Worcs, Hay Dealer Dec 11 at 2 John Nicholls, Auctioneer, Kidderminster
WILLIS, ALFRED ROBERT, Cambridge, Tutor Dec 15 at 12 Off Rec, 5, Petty cury, Cambridge

ADJUDICATIONS.

ALLEN, JAMES, Birmingham, Butcher Birmingham Pet Nov 23 Ord Nov 28
BARBER, CHARLES WADE, Sheffield Sheffield Pet Nov 30 Ord Nov 30
BROOKES, ALFRED, Chasetown, Staffs, Draper Walsall Pet Oct 20 Ord Oct 23
BURNHAM, THOMAS, Nottingham Nottingham Pet Dec 1 Ord Dec 1
BUSWELL, GEORGE, Leicester Northampton Pet Nov 30 Ord Dec 1
CABORN, JOHN HORACE, Sheffield, Grocer Sheffield Pet Dec 1 Ord Dec 1
CORNER, CORNELIUS, and WILLIAM MARTIN, Suffolk House, Laurence Pountney hill, Engineers High Court Pet Nov 18 Ord Dec 1
CUNNINGHAM, WILLIAM DOVETON, Gt St Thomas Apostle Solicitor High Court Pet Oct 10 Ord Dec 1
DAVIES, OWEN ELLIS, Llanberis, Farmer Bangor Pet Dec 2 Ord Dec 2
ESTWISTLE, WILLIAM, Hopkinstown, Glam, Grocer Pontypridd Pet Nov 9 Ord Dec 1
EVANS, JAMES, Croesgoch, Pembrokes, Licensed Victualler Pembroke Dock Pet Nov 28 Ord Dec 1
GREGORY, FRANCIS, Birmingham, Bootmaker Birmingham Pet Dec 1 Ord Dec 2
HALFORD, HENRY WYATT, Chasetown, nr Walsall, Milliner Walsall Pet Oct 7 Ord Oct 8
HORN, FREDERICK JAMES, Sudbury, Licensed Victualler St Albans Pet Aug 3 Ord Nov 28
HOUGH, SYDNEY WOOLFE, Clifton Junction, Lancs, Commercial Traveller Salford Pet Nov 30 Ord Nov 30
HUGHES, JOSEPH, St Andrew's hill, Doctors' commons, Publisher High Court Pet Oct 1 Ord Dec 2
HUTCHINSON, WILLIAM, Filey, Yorks, Tailor Scarborough Pet Nov 30 Pet Nov 30
JONES, WILLIAM PICKERING, Worthing Brighton Pet Nov 26 Ord Dec 2
KERR, WILLIAM HENRY, New Bond st, Chemist High Court Pet Nov 30 Ord Dec 2
LANGFIELD, EMILY, Rhyl, Flints, Confectioner Bangor Pet Nov 30 Ord Nov 30
LEWIS, HENRY, Walsall, Baker Walsall Pet Nov 2 Ord Nov 3
MATTHEWS, ALFRED, Holloway, Butcher High Court Pet Dec 1 Ord Dec 1
MAYBOR, JAMES, Bucklersbury, Builder High Court Pet Oct 3 Ord Nov 30
NORTH, WILLIAM HENRY, Gittisham, Devon Exeter Pet Dec 1 Ord Dec 1
OVERINGTON, HARRY, Worthing, Draper Brighton Pet Nov 30 Ord Nov 30
PARR, ELI, Leigh, Lancs, Grocer Bolton Pet Dec 2 Ord Dec 2
PRITCHARD, ROBERT, Llangefni, Baker Bangor Pet Nov 30 Ord Dec 1
PRYOR, JOHN PEARCE, Lewes, Ironmonger Lewes Pet Nov 23 Ord Nov 28
RAMSDEN, WILLIAM, Leeds, Commission Agent Leeds Pet Dec 2 Ord Dec 2
SALMON, CHARLES HENRY, Finsbury pvmt, Solicitor High Court Pet July 22 Ord Nov 30
SAUL, WILLIAM, Westmorland, Draper Kendal Pet Nov 30 Ord Nov 30
SAYERS, JOHN, Brighton, Confectioner Brighton Pet Oct 19 Ord Dec 2
SHARPE, GEORGE THOMAS, Towcester, Hairdresser Northampton Pet Dec 1 Ord Dec 2
SIMMONDS, WILLIAM, Brighton, Builder Brighton Pet Nov 28 Ord Dec 2
TATCHELL, JOHN, Montacute, Somersetshire, Innkeeper Yeovil Pet Dec 1 Ord Dec 1
TAYLOR, TOM, Bridlington, Tailor Scarborough Pet Nov 30 Ord Nov 30
THOMPSON, HENRY WILLIAM, Upton, nr Chippenham, Baker Bristol Pet Nov 23 Ord Dec 1
VAUGHAN, RICHARD, Penrhyndeudraeth, Shoemaker Portmadoc Pet Nov 27 Ord Nov 28
WAINWRIGHT, THOMAS HENRY, Liverpool Liverpool Pet Oct 16 Ord Dec 2
WATERFIELD, CHARLES, Bloxwich, Grocer Walsall Pet Nov 13 Ord Nov 30
WEIR, DAVID, Duke st, London Bridge, Provision Agent High Court Pet Oct 13 Ord Dec 2
WILCOCK, JOHN, Bramley, Leeds, Coal Merchant Leeds Pet Nov 28 Ord Nov 28
WILKMAN, HENRY ST. JOHN, Tokenhouse bldgs, Financial Agent High Court Pet Nov 6 Ord Nov 30

Amended notice substituted for that published in the London Gazette of Nov. 27:

BRAUN, SAMUEL PETER, Gracechurch st, Merchant High Court Pet July 10 Ord Nov 25

ADJUDICATIONS ANNULLED.

ALLAN, JAMES, Francis st, Waterloo rd, no occupation High Court Adjud Oct 21, 1895 Annul Dec 1.
MILLS, THOMAS HENRY, Tonge, nr Middleton, Lancashire, Retired Farmer Oldham Adjud Sept 24 Annul Nov 12

London Gazette.—TUESDAY, Dec. 8.

RECEIVING ORDERS.

ABBOTT, WILLIAM, Bishop Auckland Durham Pet Dec 5 Ord Dec 5
ANDERSON, JAMES IMLAY, Worcester Worcester Pet Dec 2 Ord Dec 2
ANDREWS, WILLIAM THOMAS, Middlewich, Coal Merchant Nantwich Pet Dec 2 Ord Dec 2
BAKER, RICHARD WESTBROOK, Barholm, Lincs, Farmer Peterborough Pet Dec 4 Ord Dec 4
BANKS, ROBERT GEORGE STANLEY, Hillmorton, Warwicks, Brickmaker Coventry Pet Dec 3 Ord Dec 3
BIRKIN, RICHARD NOEL, Addison rd High Court Pet Oct 14 Ord Nov 10
BORN, WILLIAM, Exeter Exeter Pet Dec 4 Ord Dec 4
BUNT, JAMES, St Austell, Cornwall Truro Pet Dec 3 Ord Dec 3
BUNTING, ROBERT OBADIAH, Southsea Portsmouth Pet Nov 21 Ord Dec 2
CHURCHILL, EDWIN ALBERT, Kew, Surrey Brentford Pet Dec 3 Ord Dec 3
DANBY, CHRISTOPHER FRANCIS, Filey, Farmer Scarborough Pet Dec 3 Ord Dec 3
DANBY, WILLIAM, Langton, Lincs, Farmer Lincoln Pet Dec 4 Ord Dec 4
DAVISON, WILLIAM, Gt Grimsby, Clerk Gt Grimsby Pet Dec 3 Ord Dec 3
EATON, ARTHUR, and PERCY EATON, Bread st, Mantle Manufacturers High Court Pet Dec 5 Ord Dec 5
EATON, WILLIAM, and FRANK HANCOCK, Whaleybridge, Derby Stockport Pet Dec 3 Ord Dec 3
ELLISON, WILLIAM THOMAS, Skipton, York, Innkeeper Bradford Pet Nov 19 Ord Dec 2
FLETCHER, JOHN, Radcliffe, Lancs, Manufacturer Bolton Pet Dec 3 Ord Dec 3
FORGE, ARTHUR, Gosport, Hants, Draper Portsmouth Pet Dec 3 Ord Dec 3
FRANKLIN, JOSIAH GEORGE, Shrewsbury, Auctioneer Shrewsbury Pet Dec 2 Ord Dec 2
GARBUTT, GEORGE WILLIAM, Newcastle on Tyne, Licensed Victualler Newcastle on Tyne Pet Dec 5 Ord Dec 5
GIDDINS, WILLIAM, and WILLIAM MORGAN, Chorley, Lancs, Builders Bolton Pet Dec 4 Ord Dec 4
GILES, MARY, Kew, Surrey Wandsworth Pet Nov 12 Ord Dec 3
GRAHAM, EDWARD IRVING, Sebergham, Cumberland, Farmer Carlisle Pet Nov 21 Ord Dec 4
GRIFFIN, JANE ANN, Swansea, Tobacconist Swansea Pet Dec 3 Ord Dec 3
HILL, ROTHERAY, Clapham rd High Court Pet Nov 18 Ord Dec 4
HOLLIDAY, THOMAS, and CHRISTOPHER HOLLIDAY, Ainstable, Cumberland, Farmers Carlisle Pet Dec 5 Ord Dec 5
JACKSON, W. EVANS, Mildred's court High Court Pet Sept 30 Ord Dec 4
JAMES, GEORGE WILLIAM, Wolverhampton, Grocer Wolverhampton Pet Dec 3 Ord Dec 4
JONES, JOHN, Swansea, Tailor Swansea Pet Nov 9 Ord Nov 9
JONES, WILLIAM HENRY, Birkenhead, Fruiterer Wrexham Pet Dec 3 Ord Dec 3
KENDRICK, FREDERICK WILLIAM, Horncastle, Lincs Lincoln Pet Dec 4 Ord Dec 4
LEWIS JOHN, Pencader, Carmarthens, Weaver Carmarthen Pet Dec 5 Ord Dec 5
MAZZADI, EGIDIO, Haymarket, Restaurant Keeper High Court Pet Dec 3 Ord Dec 3
MITCHELL, JAMES ANTHONY, Stamford, Lincs, Watchmaker Peterborough Pet Dec 5 Ord Dec 5
MORROTT, GEORGE JAMES, Teignmouth, Mariner Exeter Pet Dec 3 Ord Dec 3
OWEN, EVAN PROBERT, Bristol, Corn Merchant Bristol Pet Dec 5 Ord Dec 5
OATES, GEORGE, Old Pensham, Durham, Joiner Durham Pet Dec 3 Ord Dec 3
PACKER, EDMUND HORACE, Kendal, Westmrld, Music Master Kendal Pet Dec 4 Ord Dec 4
PALLISER, JOHN WILLIAM, Bradford Bradford Pet Dec 4 Ord Dec 4
PHILLIPS, ELLEN, Clissold Park Edmonton Pet Oct 26 Ord Dec 1
REANEY, DAVID LEWIS, Bradford Bradford Pet Dec 5 Ord Dec 0
ROMNEY, E J, North Malvern Worcester Pet Nov 19 Ord Dec 1
ROWE, THOMAS, Bickleigh, Devon, Dairyman Exeter Pet Dec 4 Ord Dec 4
SMITH, JOSEPH MANTON, Northampton, Builder Northampton Pet Dec 3 Ord Dec 3
STEWART, WILLIAM HENRY WALTER, Devonport, Engineer Plymouth Pet Nov 17 Ord Dec 4
WEBBER, RICHARD WILLIAM, Exmouth, Butcher Exeter Pet Dec 3 Ord Dec 3
WEST, WILLIAM, Blatchbridge, Somersets, Farmer Frome Pet Dec 4 Ord Dec 4
WHITECHURCH, H, Bermondsey, Tally Draper High Court Pet Nov 13 Ord Dec 3
WILLIAMS, JOHN, Llanwrda, Farmer Carmarthen Pet Dec 4 Ord Dec 4
WOODROFF, EDWARD STEPHEN, Gloucester, Grocer Gloucester Pet Nov 13 Ord Dec 4
WOOTTON, THOMAS, Kingswinford, Staffs, Grocer Stourbridge Pet Nov 27 Ord Nov 27
YAPP, CHARLES, Worcester, Plumber Worcester Pet Dec 2 Ord Dec 2

FIRST MEETINGS.

ALLEN, JAMES, Birmingham, Butcher Dec 18 at 11 23, Colmore row, Birmingham
ANDERSON, JAMES IMLAY, Worcester Dec 17 at 11.30 Off Rec, 45, Copenhagen st, Worcester
BARBER, CHARLES WADE, Sheffield Dec 15 at 2.30 Off Rec Figtree lane, Sheffield
BARNETT, GEORGE HENRY, Stonehouse, Glos, Tailor Dec 15 at 12 Off Rec, Station rd, Gloucester
BORN, WILLIAM, Exeter Dec 21 at 10.15 Off Rec, 13, Bedford st, Exeter
BUNT, JAMES, St Austell, Cornwall, Boot Dealer Dec 17 at 1.30 Off Rec, Boscawen st, Truro
CABORN, JOHN HORACE, Sheffield, Grocer Dec 15 at 3 Off Rec, Figtree lane, Sheffield
EASTER, HENRY GEORGE, King's Lynn, Norfolk, Grocer Dec 19 at 12 Off Rec, 8, King st, Norwich
EDWARDS, THOMAS PRITCHARD, Portmadoc, Reporter Dec 17 at 11 Commercial Hotel, Portmadoc
FLETCHER, JOHN, Radcliffe, Lancs, Manufacturer Dec 17 at 11 16, Wood st, Bolton
FRANKLIN, JOSIAH GEORGE, Shrewsbury, Auctioneer Dec 15 at 11.30 Off Rec, Shrewsbury
GIDDINS, WILLIAM, and WILLIAM MORGAN, Chorley, Lancs, Builders Dec 18 at 3 16, Wood st, Bolton
GOUGH, ALBERT JAMES, Nottingham, Bookbinder Dec 15 at 11 Off Rec, St Peter's Church walk, Nottingham
GOULD, PERCIVAL GEORGE, Dorchester Dec 15 at 12.30 Off Rec, Salisbury
GREENING, ROBERT, jun, Hotel Metropole, Charing Cross, Solicitor Dec 15 at 2.30 Bankruptcy buildings, Carey st
GUDGEON, RICHARD THOMAS, Towcester, Grocer Dec 18 at 2 Bankruptcy bldgs, Carey st
HADINGHAM, WILLIAM, Halesworth, Suffolk, Farmer Dec 19 at 12.30 Off Rec, 8, King st, Norwich
HARRIES, WILLIAM HENRY, Pembroke Dock, Boot Maker Dec 16 at 12.35 Off Rec, 4, Queen st, Carmarthen
HOUGH, SYDNEY WOOLFE, Clifton Junction, Lancs, Commercial Traveller Dec 16 at 2.30 Off Rec, Byrom st, Manchester
LAWRENCE, CHARLES LENDON, Hereford, Commercial Traveller Dec 18 at 10 2, Offa st, Hereford
LEWIS, THOMAS, Egwyscummin, Labourer Dec 16 at 10.30 Off Rec, 4, Queen st, Carmarthen
LUCAS, THOMAS, Birkenhead Dec 18 at 12 Off Rec, 35, Victoria st, Liverpool

MALAMMA, BASIL, Urmston, Lancs, Chromo Lithographer Dec 16 at 2.30 Off Rec, Byrom st, Manchester
MATTHEWS, ALFRED, Holloway, Butcher Dec 15 at 1 Bankruptcy bldgs, Carey st
MATTHEWS, FREDERICK, Clifton, Bristol, Saddler Dec 16 at 12 Off Rec, Bank chmbrs, Corn st, Bristol
MEZZADRI, EGIDIO, Panton st, Haymarket, Restaurant Keeper Dec 15 at 11 Bankruptcy bldgs, Carey st
MILNER, EDWARD, Birmingham, Brass Caster Dec 18 at 12 23, Colmore row, Birmingham
MORROTT, GEORGE JAMES, Teignmouth, Mariner Dec 21 10.30 Off Rec, 13, Bedford circus, Exeter
PARRY, JAMES, Gloucester, Farmer Dec 18 at 10 2, Offa st, Hereford
REES, ELIZABETH, Fishguard, Pembrokes, General Dealer Dec 16 at 3 Off Rec, 4, Queen st, Carmarthen
REGAN, WILLIAM FREDERICK, Threadneedle st, Estate Agent Dec 15 at 12 Bankruptcy bldgs, Carey st
ROBERTS, GRIFFITH WILLIAM, Criccieth, Carnarvons, Saddler Dec 17 at 12 Commercial Hotel, Portmadoc
ROWE, THOMAS, Bickleigh, Devon, Dairyman Dec 21 at 10.30 Off Rec, 13, Bedford circus, Exeter
SANDON, ROBERT FREDERICK, sen, Great Russell st, Builder Dec 16 at 11 Bankruptcy bldgs, Carey st
SAULT, WILLIAM, Wymeswold, Leicester, Builder Dec 15 at 12.30 Off Rec, 1, Berridge st, Leicester
SHARP, WILLIAM THOMAS, Durham, Grocer Dec 15 at 3 Off Rec, 25, John st, Sunderland
TIMSON, W. JOHNSON, Shirley, Worcestershire Dec 17 at 2 23, Colmore row, Birmingham
VAUGHAN, RICHARD, Penrhyndeudraeth, Shoemaker Dec 17 at 11.30 Commercial Hotel, Portmadoc
WEBBER, RICHARD WILLIAM, Exmouth, Butcher Dec 21 at 10.30 Off Rec, 13, Bedford circus, Exeter
WILCOX, JOHN, Birmingham, Baker Dec 16 at 11 23, Colmore row, Birmingham
YAPP, CHARLES, Worcester, Plumber Dec 16 at 11.30 Off Rec, 45, Copenhagen st, Worcester

ADJUDICATIONS.

ABBOTT, WILLIAM, Bishop Auckland Durham Pet Dec 4 Ord Dec 5
ANDERSON, JAMES IMLAY, Worcester Worcester Pet Dec 2 Ord Dec 2
ANDREWS, WILLIAM THOMAS, Middlewich, Coal Merchant Nantwich Pet Dec 2 Ord Dec 2
BAKER, RICHARD WESTBROOK, Barholm, Lincs, Farmer Peterborough Pet Dec 4 Ord Dec 4
BANKS, ROBERT GEORGE STANLEY, Hillmorton, Warwicks, Brickmaker Coventry Pet Dec 3 Ord Dec 3
BELCHAM, EDMUND JOHN, Southend on Sea, Dairyman Chelmsford Pet Nov 24 Ord Dec 2
BORN, WILLIAM, Exeter Exeter Pet Dec 4 Ord Dec 4
BOULT, THOMAS HORACE, Brixton High Court Pet Sept 4 Ord Dec 3
BUNT, JAMES, St Austell, Cornwall Truro Pet Dec 3 Ord Dec 3
BUNTING, ROBERT OBADIAH, Southsea, Hants Portsmouth Pet Nov 20 Ord Dec 4
CHURCHILL, EDWIN ALBERT, Kew, Surrey Brentford Pet Dec 3 Ord Dec 3
COLEMAN, BENJAMIN LONGDEN, and FREDERICK FREUTEL COLEMAN, Sandwich, Kent, Farmers Canterbury Pet Nov 12 Ord Dec 3
DANBY, CHRISTOPHER FRANCIS, Filey, Yorks, Farmer Scarborough Pet Dec 2 Ord Dec 3
DANBY, WILLIAM, Langton, Lincs, Farmer Lincoln Pet Dec 4 Ord Dec 4
DAVISON, WILLIAM, Gt Grimsby, Clerk Gt Grimsby Pet Dec 3 Ord Dec 3
DYSON, HENRY, Huddersfield, Commission Agent Huddersfield Pet Nov 6 Ord Dec 4
EATON, WILLIAM, and FRANK HANCOCK, Whaleybridge, Derbys Stockport Pet Dec 3 Ord Dec 3
ELLISON, WILLIAM THOMAS, Skipton, Yorks, Innkeeper Bradford Pet Nov 18 Ord Dec 4
FLETCHER, JOHN, Radcliffe, Lancs, Manufacturer Bolton Pet Dec 3 Ord Dec 3
FRASER, JAMES JOHNSON, Leicester, Veterinary Surgeon Leicester Pet Dec 1 Ord Dec 2
FURNESS, JOHN, Norfolk, Solicitor Norwich Pet Nov 13 Ord Dec 5
GARBUTT, GEORGE WILLIAM, Newcastle on Tyne, Licensed Victualler Newcastle on Tyne Pet Dec 5 Ord Dec 5
GIDDINS, WILLIAM, and WILLIAM MORGAN, Chorley, Lancs, Builders Bolton Pet Dec 4 Ord Dec 4
GRIFFIN, JANE ANN, Swansea, Tobacconist Swansea Pet Dec 3 Ord Dec 3
GRIFFITHS, THOMAS, Wednesbury Walsall Pet Oct 24 Ord Dec 3
HOLLIDAY, THOMAS, and CHRISTOPHER HOLLIDAY, Ainstable, Cumberland, Farmers Carlisle Pet Dec 5 Ord Dec 5
JAMES, GEORGE WILLIAM, Wolverhampton, Grocer Wolverhampton Pet Dec 3 Ord Dec 4
JONES, WILLIAM HENRY, Birkenhead, Fruiterer Wrexham Pet Dec 3 Ord Dec 3
JONES, JOHN, Swansea, Tailor Swansea Pet Nov 9 Ord Nov 9
KENRICK, FREDERICK WILLIAM, Stoke Newington Lincoln Pet Nov 30 Ord Dec 4
LEWIS, ARNOLD, Gloucester, Tailor Worcester Pet Nov 6 Ord Dec 1
LEWIS, JOHN, Pencader, Carmarthens, Weaver Carmarthen Pet Dec 5 Ord Dec 5
MITCHELL, JAMES ANTHONY, Stamford, Lincs, Watchmaker Peterborough Pet Dec 3 Ord Dec 5
MILNER, EDWARD, Birmingham, Brass Caster Birmingham Pet Nov 28 Pet Dec 3
MORRIS, JOHN CORNELIUS, and WILLIAM DANIEL MORRIS, Chester, Builders Chester Pet Oct 17 Ord Dec 4
MORROTT, GEORGE JAMES, Teignmouth, Mariner Exeter Pet Dec 3 Ord Dec 3
NATHAN, JOHN, London rd, Fine Art Dealer High Court Pet Oct 22 Ord Dec 4
NEWBOLD, ESTHER, Hoanor, Derbys Derby Pet Nov 7 Ord Dec 4
PACKER, EDMUND HORACE, Kendal, Music Master Kendal Pet Dec 3 Ord Dec 4
PALLISER, JOHN WILLIAM, Bradford, Greengrocer Bradford Pet Dec 4 Ord Dec 4
PORTER, GEORGE BASSETT, Uppingham, Rutlands Leicester Pet Nov 10 Ord Dec 2
REANEY, DAVID LEWIS, Bradford Bradford Pet Dec 5 Ord Dec 5
ROTHENBERG, JACOB, Spitalfields, Draper High Court Pet Nov 16 Ord Dec 4
ROWE, THOMAS, Bickleigh, Devon, Dairyman Exeter Pet Dec 4 Ord Dec 4
SIMON, ISAAC, Commercial rd, Boot Manufacturer High Court Pet Nov 25 Ord Dec 4
SMITH, JOSEPH MANTON, Northampton, Builder Northampton Pet Dec 3 Ord Dec 3
TOWNEND, JAMES WILLIAM, Leeds, Coal Merchant Leeds Pet Nov 23 Ord Dec 3
WEBBER, RICHARD WILLIAM, Exmouth, Butcher Exeter Pet Dec 3 Ord Dec 3
WEST, WILLIAM, Blatchbridge, Somerset, Farmer Frome Pet Dec 4 Ord Dec 4
WILLIAMS, JOHN, Llanwrda, Farmer Carmarthen Pet Dec 4 Ord Dec 4
WILLIS, ALFRED ROBERT, Cambridge, Tutor Cambridge Pet Oct 9 Ord Dec 3
WILLIS, WILLIAM ARTHUR, Ashton juxta Birmingham, Grist Miller Birmingham Pet Nov 28 Ord Dec 3
WOOTTON, THOMAS, Kingswinford, Staffs, Grocer Stourbridge Pet Nov 27 Ord Nov 27
YAPP, CHARLES, Worcester, Plumber Worcester Pet Dec 2 Ord Dec 2

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